



## Call Manager Access Terms & Conditions

### 1. INTERPRETATION

1.1 In these terms and conditions:

**Agreement:** means the agreement between the Customer and the Supplier for the provision of the SIP Trunk Call Manager incorporating these terms and conditions;

**Call Manager Access:** means customer level access to the 'Gamma' call management portal

**Commencement Date:** means the date specified overleaf as the commencement date or if no date is specified the first day of the calendar month in respect of which the Customer has been invoiced by the Supplier;

**Customer:** means the person named overleaf;

**Gamma:** means the suppliers chosen network provider

**Supplier:** means Berry Telecom Limited, registered in England and Wales with company number 07681963 whose registered office is at Berry Group House, Woodford Centre, Old Sarum Park, Salisbury SP4 6BU; and

**Promotion:** means temporary promotional offer covering the period up to the 31<sup>st</sup> March 2018 after which standard pricing applies.

**SIP Trunk:** means a voice over Internet Protocol (VoIP) based on session initiated protocol (SIP)

**Gamma access circuit:** means Gamma's combined business quality voice and high speed internet access

**Working Hours:** 9:00am to 5:00pm



## **2. SUPPLIER'S UNDERTAKING**

In consideration of the payment by the Customer of the monthly service charge in accordance with the terms of clause 3, the Supplier undertakes to provide the Service upon the terms and conditions of this Agreement.

## **3. THE PRODUCT**

### **3.1 Call Manager Access (including broadband and ethernet)**

Call Manager Access is made available to its customers using the following Gamma SIP Trunk and Gamma access circuit types only:

- Assured 5
- Assured 10
- Assured 15
- Converged 2+
- Converged FTTC
- EFM
- FTTC Ethernet (GEA)
- 100Mb Fibre
- 1Gb Fibre

The supplier reserves the right to withdraw the product, from any customer entirely, at the supplier's sole discretion, in the event that the supplier believes that the customer is not adhering to the conditions of this paragraph.

### **3.2 Fair Usage**

A fair usage limit of 1,000 DDIs will be applied to each new SIP trunk to which this product is applied. The supplier reserves the right to charge additional DDI rental fees in respect of any DDIs in excess of this limit.

### **3.3 Minimum Term Requirements**

Each new SIP Trunk and its corresponding Gamma access circuit must both be provisioned on a minimum of three (3) year term in order to qualify for the Product. Terminating the SIP Trunk and/or Gamma access circuit within their respective minimum term will incur early termination charges relevant to the underlying service, and the loss of either will result in this Product being terminated in respect of that SIP trunk.

Call Manager Access may be added on a 3 month trial basis by which only 30 days notice is required to end the call manager access product agreement. After the



3 months trial, which starts on the day the product is added to the customer, the product will be subject to a minimum term of 12 months.

### **3. CHARGES**

3.1 The service charge for call manager access

3.1.1 will be calculated as a fixed amount per end point as notified by the Supplier to the Customer from time to time in accordance with these terms;

3.1.2 is payable monthly in advance;

3.1.3 will be added to the Customer's regular telephone bill; and

3.1.4 will be payable in accordance with the Customer Service Agreement that the Customer is already subject to.

3.1.5 the promotional offer will expire on the 31<sup>st</sup> March 2018 after which standard pricing applies

3.3 Where payment is outstanding for more than 30 days the Supplier may without liability suspend its obligations under this Agreement until payment of the overdue amount is made.

4. The Supplier reserves the right to charge interest at an annual rate of 4% above the base rate of National Westminster Bank plc calculated on a daily basis in respect of any sum which is due and unpaid, that interest to run from the date on which that sum is due and payable until receipt by the Supplier of the full amount, whether before or after judgment.

### **5. SUPPORT**

4.1 The customer can contact the supplier for support on the portal during the supplier's normal support working hours.

### **6. LIMITATION OF LIABILITY**

5.1 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including fitness for purpose and suitability) are hereby excluded to the extent permitted by law.



5.2 Subject always to clause 5.4 the Supplier shall not be liable whether in contract, tort (including for negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, for (a) any loss (whether direct or indirect) of profits, business, revenue, or goodwill; (b) any special, indirect or consequential loss, costs, damages, damages, charges or expenses however arising under these terms.

5.3 Subject always to clause 5.4 the Supplier's total aggregate liability in contract, tort (including negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to an amount equal to the charges paid by the Customer to the Supplier for the call manager access in the twelve month period prior to the date the liability arose.

6.4 The Supplier does not exclude or limit liability for fraud or fraudulent misrepresentation or death or personal injury caused by negligence.

5.5 The Supplier shall not be in breach of this Agreement nor liable for any delay in performing or failure to perform, any of its obligations under this Agreement if that delay or failure results from circumstances beyond the Supplier's reasonable control including (without limitation) flood, fire, lightening, war, sabotage, civil disturbance or governmental action, import regulations, embargoes or where the Customer has failed to comply with its obligations hereunder.

## **7. THE CUSTOMER'S OBLIGATIONS**

6.1 The Customer agrees that it will:

6.1.1 pay the Supplier all amounts due under this Agreement at the due times;

6.2 be responsible for its own divert and running, monitoring and analysing their own related call reports.

## **8. TERM & TERMINATION**

7.1 This Agreement shall commence on the Commencement Date and subject to clause 7.2, shall continue for a minimum term of 12 months and until either the Customer or the Supplier gives to the other 30 days written notice to terminate this Agreement.

7.2 This Agreement may be terminated with immediate effect:



7.2.1 by the Customer at any time in the first three months from the Commencement Date by giving an opt out notice in writing to the Supplier.

7.2.2 by the Supplier if the Customer is in breach of any provision of this Agreement and does not rectify the breach within 14 days of the Supplier's notice of such breach; or

7.2.3 by the Supplier if the Customer becomes unable to pay its debts in within the meaning of the Insolvency Act 1986, enters into liquidation or administration is subject to any other analogous insolvency proceeding.

7.3 On termination the Customer shall immediately pay any outstanding amounts owed to the Supplier pursuant to this Agreement.

## **9. ADDITIONAL FEATURES**

### **8.1 Additional STCM Feature Availability**

Only the standard STCM features are provided with this Product. The supplier can however provide additional bolt-ons products to each SIP Trunk. Such bolt-ons are subject to standard charges as set out in the supplier's ratecard. At time of writing these bolt-ons include:

- Interactive voice response (IVR) and announcements – Upload .mp3//wav files to the call plan to provide callers with call routing options and announcements.
- Limit caller admissions (LCA) – Limit the number of calls allowed to a destination number. Ideal for protecting inbound capacity to other numbers and services during a high volume period or for maximising efficient delivery of calls to a group of agents associated to a SIP Trunk Call Manager call queue service
- Area Based Routing – Route incoming calls differently according to who the caller is or where they are calling from.