



Terms & Conditions – BDM Voice Ltd - Telephony Services

1 BASIS OF CONTRACT

- 1.1 The Order Form constitutes an offer by the Client to purchase the Services in accordance with these Conditions, the order form represents the entire agreement and the only agreement.
- 1.2 The Order Form shall only be deemed to be accepted when BDM signs the Order Form (whether electronically or otherwise) at which point and on which date the Contract shall come into existence.
- 1.3 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.4 Any quotation given by BDM shall not constitute an offer, and is only valid for a period of 30 days from its date of issue unless BDM has extended the period of validity of the quotation in writing.

2 SERVICES AND EQUIPMENT

- 2.1 The Client may order Services which may be available and detailed in the information found on the BDM Website or provided by BDM representatives. These services include but are not limited to: VoIP Telephony, Broadband (e.g. ADSL and FTTC), Ethernet Connectivity (e.g. Leased lines, EFM and GEA circuits), marketing numbers and voice recording.
- 2.2 BDM shall provide the Client with the Services from the commencement date as notified to the Client. Where Service Levels apply, BDM shall use reasonable endeavours to provide the Services in accordance with the Service Levels.
- 2.3 The Client may lease or purchase the equipment to support the Services from any source as long as the equipment is on BDM's third party suppliers' approved list of equipment items.
- 2.4 BDM shall use reasonable endeavours to provide the Fault Reporting and Support Services to the Client as detailed in and according to the provisions of the Annex.
- 2.5 If any maintenance work has to be carried out which may affect the Services, BDM shall use reasonable endeavours to give the Client at least two days' prior written notice. In the event of an emergency or a fault affecting the Services, BDM reserves the right to give less than 24 hours' notice, and the Client shall if required provide BDM with such access to the Client's premises or equipment as BDM requires.
- 2.6 BDM shall use reasonable endeavours to deliver the Equipment on any stated agreed date.
- 2.7 Where the Client purchases the Equipment, BDM retains title to the Equipment until it has received payment in full. The Client shall bear the risk of loss of or damage to the Equipment from the point of delivery and the Client is advised to insure the Equipment accordingly.
- 2.8 Where the Client rents the Equipment, the following additional terms and conditions shall apply to the provision of such Equipment.
- 2.9 The Equipment shall be rented to the Client for the period of no less than the minimum period as detailed for the item of Equipment.
- 2.10 The Client shall ensure that from delivery until delivery up of the Equipment under the rental, comprehensive insurance of the Equipment to its full replacement value is maintained under a standard form of all risks policy.
- 2.11 Upon termination of the rental period for whatever reason the Client shall no longer have any right to the Equipment the subject of rental and shall immediately deliver up all such Equipment and BDM or BDM's agent may, at the Client's expense, enter any premises to recover or remove such Equipment.
- 2.12 In the event that any Equipment on termination is found to be not in good working order, **(fair wear and tear only excepted)**, the Client shall pay for any remedial work required to be performed to put such Equipment into good working order or for the replacement of such Equipment as may be required, at BDM's reasonable discretion.
- 2.13 The Client undertakes that, at the Client's expense, throughout the rental period, the Client shall not use the Equipment nor permit the Equipment to be used for any purpose for which it is not designed or in contravention of any applicable law or regulation.
- 2.14 Where the Equipment is a mobile handset which is supplied as part of a service contract; the Client may be required to enter into an associated service contract for a minimum period, unless otherwise agreed, of 12 (twelve) or 24 (twenty-four) months (**Service Contract Period**). The Client may terminate the associated service contract during the Service Contract Period, on payment in full of all charges that would have become due during the Service Contract Period.

3 CHARGES AND PRICE REVIEWS

- 3.1 BDM shall provide Services and Equipment to the Client at the prices detailed in the Order Form, or as otherwise notified by BDM to the Client. In the event of a conflict between these Conditions and the Order Form, the Order Form shall take priority.

- 3.2 The fees, charges and prices payable are exclusive of Value Added Tax and any other applicable taxes which shall be paid by the Client at the rate and in the manner for the time being prescribed by law.
- 3.3 All payments shall be via Direct Debit except where agreed otherwise in writing between the parties. If a Direct Debit is not in place, BDM will levy an additional monthly charge of 3% of the total invoice value or £10.00, whichever is greater.
- 3.4 Invoices for all Services (including call charges) and Equipment including set up and recurring charges will be issued by BDM on or after 1st of each month and payment shall be taken on or after the 15th day following the date of issue of the invoice. Each monthly invoice shall include:
 - 3.4.1 Set up charges for Services and set up charges for any Equipment supplied on a rental basis;
 - 3.4.2 Recurring charges for Services on a monthly in advance basis;
 - 3.4.3 Call charges for Services on a monthly in arrears basis;
 - 3.4.4 Charges for Equipment purchased during the previous month. Charges for Equipment are due on the basis of 50% on order and 50% within 7 days of installation; and
- 3.5 Recurring charges for Equipment covered by rental arrangement on a monthly in advance basis.
- 3.6 If any sum payable is not paid by the end of the calendar month in which the invoice is due then without prejudice to BDM's other rights and remedies, BDM reserves the right to charge the Client interest on such unpaid sum on a monthly basis at a rate of 5% of the sum due or £10, whichever is the greater, from the date the unpaid sum became due for payment until the date it is paid in full.
- 3.7 The Client shall pay all amounts due in full without any deduction or withholding other than as required by law and shall not be entitled to assert any credit, set-off or counterclaim against BDM to justify withholding any payment of any such amount in whole or in part.
- 3.8 BDM may vary the prices and charges in respect of Services (including call charges) and Equipment provided by third party suppliers to BDM at any time by providing the Client with 30 days prior written notice.

4 TERM

The Contract will commence on the Commencement Date and shall continue, subject to the provisions of clause 5 below for a minimum term of 60 months unless otherwise stated in the Order Form. Where there are a number of Order Forms, for example when additional services have been added over time or where there are multiple sites that have been added, then the contract term for all services delivered to the Client is as agreed on the last Order Form. If the contract is not canceled 90 days before the anniversary of the agreement the contract shall continue onto a subsequent 12 month period.

5 TERMINATION AND SUSPENSION

- 5.1 The Contract may be terminated:
 - 5.1.2 Either party may give notice in writing to the other party to terminate the Contract with immediate effect if:
 - 5.1.3 the other party commits a material breach, or in the case of a breach capable of being remedied, has failed to remedy the breach within 45 Business Days of notice being given by the other party requiring it to be remedied; or
 - 5.1.4 the other party becomes or is declared insolvent, or convenes a meeting of its creditors, or makes or proposes to make any arrangement or composition with them, or if a liquidator, receiver, administrative receiver administrator, manager or similar office holder is appointed over any of its assets or passes a resolution for winding up or a court makes an order to that effect, or becomes or is declared bankrupt. Upon
- 5.2 termination or expiration of the Contract for any reason, all fees and charges and other sums payable under or in connection with the Contract and any Services provided thereunder, whether invoiced or not, shall become due and payable immediately upon termination.
- 5.3 Upon termination or expiration any agreed rebates or credits paid in regard to Inbound Calls or recurring services credits will be cancelled.
- 5.4 If, upon termination or expiration, the Client wishes to transfer or port the marketing numbers they have been using away from BDM to another service provider, the Client will pay the following charges to BDM: a charge of £30.00 per number for each number to be ported away.

BDM may suspend the Services, or any part of them, at any time without liability to the Client if:

- 5.5 BDM has to do so to comply with an order, instruction or request of a court, government, agency, emergency organisation or other competent administrative or regulatory authority; or the Client's use of the Services may damage or disrupt the proper functioning of BDM's or a third party's network; or Terms and conditions.

- 5.6.1 BDM has reasonable grounds to believe that the Client is using the Services for improper or unlawful purposes; the Client has not paid any fees due in respect of Services due by the end of the calendar month in which payment is due;
- 5.6.2 or the Client is in material breach of any of the terms and conditions of this Contract in relation to Services.

CLIENT'S OBLIGATIONS AND WARRANTIES

The Client must:

- 6.1 comply with any reasonable instructions issued by BDM which concern the use of the Services;
 - 6.1.1 comply promptly with any reasonable request issued by BDM if the Client's assistance is required to enable BDM to comply with its obligations under this Contract; not use the Services to transmit any material which is defamatory, offensive or of an abusive or
 - 6.1.2 obscene or menacing nature or which is otherwise unlawful; not cause annoyance, inconvenience or needless anxiety or make any improper use of the Services; or not use the Services in a way that constitutes a violation or infringement of the rights of any person or which is unlawful.
- The Client warrants to BDM that:
- 6.2 Where BDM has access to the Client's computer system, its computer system is free from any program which contains malicious code or infiltrates or damages a computer system without the owner's informed consent or is designed to do so or which is hostile, intrusive or annoying to the owner or user and has no legitimate purpose;
 - 6.2.1 the entering into of the Contract by BDM and the provision of the Services will not result in the contracts of employment of any employee being transferred to BDM pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) save where the Client has informed BDM in writing prior to it entering into the Contract that the contracts of employment of one or more employees may be transferred to BDM pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 and has provided to BDM at the same time the names and details of all such employees; and
 - 6.2.2 Where data relates to personal data all such data supplied by it to BDM is opted in for the purposes of The Privacy and Electronic Communications (EC Directive) Regulations 2003 and any telephone numbers are not opted out for the purposes of the Telephone Preference Service.
 - 6.3 The Client shall grant BDM, its agents, sub-contractors and employees, such access to the Client's premises and equipment as may be required by BDM to fulfil BDM's obligations under the Contract.
 - 6.4 The Client shall provide a safe and suitable working environment for BDM's employees, agents and sub-contractors at the Client's premises.
 - 6.5 The Client shall obtain all necessary consents, licences, approvals and permits required by any applicable governmental or regulatory body for the Client to use the Services and Equipment and ensure that the use of the Services and Equipment by the Client shall not lead to any breach of any telecommunications licence held by BDM or its third party suppliers.
 - 6.6 The Client shall indemnify and hold BDM harmless against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by BDM arising out of or in connection with the Client's breach of any of the matters in condition 6.2, condition 6.4 and condition 6.5.

7 WARRANTIES

- 7.1 BDM warrants that:
 - 7.1.1 It shall provide the Services with reasonable skill and care;
 - 7.1.2 The Equipment shall conform in all material respects to its Specification. If any item of Equipment is found to be defective within the manufacturer's warranty in respect of an item of Equipment on the System, owing to faulty design, materials or workmanship, BDM shall (at its sole discretion) either repair or replace it free of charge, or refund the price paid for it, provided it has not been modified or repaired and has been operated, stored and maintained in accordance with any recommendations for its use as detailed in the Specification or accompanying user or operating documentation and that it is returned to BDM in accordance with BDM's warranty return procedure as notified by BDM from time to time.

- 7.1.3 It has the necessary consents and licences to provide the Services in accordance with the Contract.
- 7.2 The warranties detailed in clause 7.1.2 above, are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 7.3 International Direct Dial Numbers – BDM cannot guarantee to supply a pre allocated international phone on an ongoing basis due to changes in circumstance that may mean these numbers are no longer available. In this event BDM has no liability for any costs.

8 SERVICE LEVELS

Where a service agreement is separately purchased, (and subject to a separate agreement), and the Services fail to meet the Service Levels agreed, BDM shall pay the Client the Service Credits as detailed in and according to the provisions of the Annex, provided that the Client makes its claim in writing to BDM for the Service Credits within 30 days of first date on which the Service failed the Service Levels. The parties agree that the provision of Service Credits shall be the Client's only remedy for BDM's failure to meet the Service Levels.

9 LIABILITY

- 9.1 Subject to clause 8, 9.2, 9.3 and 9.4, BDM's total aggregate liability for the Services and Equipment provided pursuant to the Contract, shall not exceed an amount equal to the total fees and charges received by BDM under the Contract, in the 12 (twelve) month period preceding the claim.
- 9.2 BDM does not exclude or limit its liability in any way for death or personal injury caused by negligence, or for fraud.
- 9.3 BDM shall not be liable for:
- 9.3.1 any loss of revenue, profit, anticipated savings, goodwill or reputation (whether direct or indirect);
- 9.3.2 any indirect or consequential loss; 9.3.3
- in respect of the Services :
- (i) any loss or corruption of data or loss or suspension of the operation of any data networks, (whether indirect or direct);
- (ii) deletion or loss of files, defects or delays in transmission or any failure of any servers or the internet; or
- (iii) the transmission or receipt of infringing information of whatever nature transmitted via the Services; or
- (iv) loss, destruction or damage to data stored, transmitted or used through the Services or on the network through which the Services are made available to the Client; or
- (v) loss or damage suffered by the Client (whether direct or indirect) where the loss has been suffered as a result of any virus or other hostile computer program being introduced through the use of the Services; or
- (vi) losses suffered by the Client due to illegal hacking activities
- 9.4 The Client acknowledges that BDM is unable to exercise control over the information transmitted through the Services, the connection or the network and BDM excludes all liability of all kinds for the transmission or reception of infringing information of whatever nature.
- 9.5 The Client shall indemnify BDM in full against any liabilities incurred by BDM as a result of the Client breaching the Contract or any law from time to time in force.
- 9.6 BDM recognizes that telephone hacking is a world-wide problem that affects all telephone systems whether PBX-based or IP-based. In respect of hacking:
- 9.6.1 BDM takes all reasonable efforts to block hacking attempts and in the unlikely event that hacking occurs has sophisticated credit locking in place to minimize the costs of illegal calls, but BDM is not responsible for the direct or indirect costs of hacking;
- 9.6.2 the Client accepts responsibility for those elements of the system under their control, such as voicemail passwords (not being simplistic or identical with other phones on their system), not placing telephones & devices outside of firewalls and other prudent security measures that BDM may from time to time advise; and
- 9.6.3 the Client agrees to inform BDM immediately of any suspicious activity that may indicate a hacking attempt.

10 CONFIDENTIALITY

- 10.1 Each party undertakes that it shall not at any time at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.

- 10.2 Each party may disclose the other party's confidential information:
- 10.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
 - 10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11 DATA PROTECTION

- 11.1 The Client and BDM acknowledge that for the purposes of the Data Protection Act 1998, the Client is the data controller and BDM is the data processor in respect of any personal data.
- 11.2 Any data provided by the Client will remain the property of the Client in the form provided to BDM. BDM shall assign the amended data, being the date it receives from the Client after being modified as a result of the provision of the Services on payment in full of the Fees.
- 11.3 Where any data is sourced by BDM on behalf of the Client or used for its own purposes the data will remain the property of BDM. Details of clients who have expressed an interest in the products or services offered by the Client will be passed to the Client and those details shall become the property of the Client.
- 11.4 If BDM acquires, from the Client, in the course of the provision of the Services, any personal data relating to any of the Client's Customers (Client Personal Data), BDM shall:
- 11.4.1 only process the Client Personal Data in accordance with the instructions of the Client and at all times in accordance with the Data Protection Act 1998;
 - 11.4.2 not otherwise modify, amend or alter the contents of the Client Personal Data or disclose or permit the disclosure of any of the Client Personal Data to any third party unless specifically authorised in writing by the Client;
 - 11.4.3 take appropriate technical and organisational measures against unauthorised or unlawful processing of the Client Personal Data and against accidental loss or destruction of, or damage to, the Client Personal Data; and
 - 11.4.4 provide reasonable evidence of the Agency's compliance with its obligations under this condition 11 to the Client on reasonable notice and request.
- 11.5 BDM shall notify the Client within five days if it receives a request from a data subject for access to any Client Personal Data. If BDM receives any complaint, notice or communication that relates directly or indirectly to the processing of any Client Personal Data or to either party's compliance with the Data Protection Act 1998, it shall immediately notify the Client and provide the Client with full co-operation and assistance in relation to that complaint, notice or communication.
- 11.6 At the Client's request, BDM shall provide the Client with a copy of all Client Personal Data held by it in the format and on the media reasonably specified by the Client.
- 11.7 BDM shall not transfer any Client Personal Data outside the European Economic Area without the prior written consent of the Client.
- 11.8 In this condition 11, personal data, data subject and process shall have the meanings given to them in the Data Protection Act 1988.

12 PUBLICITY

- 12.1 The Client agrees that BDM may:
- 12.1.1 disclose to third parties that BDM is providing Services and Equipment to the Client; and
 - 12.1.2 use the Client's name, trademarks, logo and testimonial (if a testimonial is provided) in promotional material and communications including, but not limited to, proposals, press releases, trade magazines, presentations, website and corporate brochure, provided that BDM obtains the Client's prior written approval, such approval not to be unreasonably withheld or delayed.

13 FORCE MAJEURE

- 13.1 Except in respect of the Client's obligation to make payments properly due, neither party shall be in breach of the Contract, or liable to the other in any way whatsoever, for any failure to perform, or delay in performing, its obligations under the Contract, to the extent that such failure or delay is the result of a cause beyond that party's reasonable control.
- 13.2 Clause 13.1 shall not apply in respect of any failure or delay unless the party affected by such a cause gives notice to the other of that failure or delay and the cause within ten Business Days of becoming aware of the cause and its impact on that party.

13.3 If a party is prevented from performing any obligations it has under the Contract for more than eight weeks, the other party is entitled to terminate the Contract by giving written notice to the other party, such notice to have immediate effect.

14 NOTICES

Any notice required to be given pursuant to the Contract shall be in writing and shall be given by delivering the notice by hand at, or by sending the same by prepaid first class post (airmail if to an address outside the country of posting) to, the address of the relevant party set out in the Contract, or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery if delivered by hand or if sent by post, two clear Business Days after the notice is posted.

15 ASSIGNMENT

15.1 The Client shall not without the prior written consent of BDM assign, transfer, charge or deal in any other manner with the Contract or its rights under it or part of it, or purport to do any of the same.

15.2 BDM may assign, transfer, charge or deal in any other manner with the Contract or its rights under it or part of it provided that no such assignment, transfer or charge shall relieve BDM of its obligations under the Contract.

16 VARIATIONS

BDM reserves the right to make minor changes to these Conditions from time to time which changes shall automatically be incorporated into the Contract. Save for minor changes to these Conditions (and the Contract) no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17 WAIVER

The failure or delay of a party to exercise or enforce any right under the Contract shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

18 SEVERABILITY

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19 THIRD PARTIES

Notwithstanding the Contract (Rights of Third Parties) Act 1999, the Contract does not confer on any third party any right to enforce any term of the Contract and the parties are entitled to exercise their rights (if any) to rescind, terminate or vary the Contract without the consent of any third party and without informing any third party.

20 NON-SOLICITATION

The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during the Contract, and for a period of six months from the end of the term of the Contract, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any employee of the other party who has worked on the Services at any time during the term of the Contract.

21 GOVERNING LAW AND JURISDICTION

21.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

21.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

22 ENTIRE AGREEMENT

The Contract constitutes the entire understanding between the parties and is documented on the DocuSign document with respect to the subject matter of the Contract and supersedes all prior contracts, negotiations, representations and discussions between the parties relating to it. Each party acknowledges and agrees that in entering into the Contract it has not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether or not in writing) other than those expressly set out in the Contract. This does not affect either party's liabilities or remedies for fraud.

23 DEFINITIONS AND INTERPRETATION

23.1 In these terms and conditions, unless the context requires otherwise, the following expressions have the following meanings:

| | |
|---------------------------------|---|
| Business Day | any day which is not a Saturday, a Sunday or a bank or public holiday in England; |
| Conditions | these terms and conditions including the Annex as amended from time to time in accordance with condition 16; |
| Confidential Information | information of either party that is proprietary or confidential and is either clearly labelled as such or otherwise identified as Confidential Information; |
| Contract | the agreement between BDM and the Client for the supply of Services in accordance with these Conditions and the Order Form; |
| Client | the person identified as such on the Order Form; |
| Commencement Date | the date on which the Services commenced; |
| BDM | BDM Voice Limited whose registered office is at Greenacre Court, Station Road, Burgess Hill, West Sussex, RH15 9DS company registration 05618725; |
| Equipment | the various items of equipment (if any) identified in the Order Form to be supplied by BDM to the Client pursuant to the Contract; |
| Hosted Services | the various application and connectivity services (if any) identified in the Order Form to be provided by BDM (or procured by BDM from third parties) to the Client pursuant to the Contract; |
| Order Form | the order form setting out, inter alia, details of the Client and the Services and which forms part of the Contract; |
| Services | the Hosted Services, any other services to be provided by BDM to the Client as may be identified in the Order Form and the Equipment; |
| Service Credits | the service credits described in the Annex; |
| Service Levels | the performance levels applicable to the Services as set out in the Annex; |
| Specification | the individual specification for each of the Services and Equipment, details of which are included within the Order Form. |
| Material Breach | is a party's failure to perform a major part of the contract. The breach is substantial and prevents the contract from being completed or defeats the purpose of the contract. |

23.2 Headings are for convenience only and shall be ignored in interpreting this Contract.

23.3 References to the singular include the plural and vice versa and references to any gender shall include references to all other genders.

23.4 The words "include" and "including" shall be interpreted as meaning "including without limitation".

23.5 A party's obligation not to do something includes an obligation not to permit or authorise it.

23.6 Unless otherwise stated, references to any legislation mean that legislation as modified, consolidated or re-enacted from time to time together with any orders or regulations made from time to time under or pursuant to it.

23.7 For the avoidance of doubt, in the event of any discrepancy between a signed Order Form and this document, the signed Order Form shall take precedence.



FAULT REPORTING AND SUPPORT ANNEX

1. SCOPE

This Annex applies to Hosted Services only save that the response and resolution times referred to in this annex do not apply to BDM's "Insight" service where response/resolution times are dependent on Vodafone/CG.

2. TELEPHONE NUMBER ALLOCATION

2.1 BDM shall allocate geographic and non-geographic numbers to the Client, if requested.

2.2 Numbers can only be ported onto the BDM network platform as long as BDM or its agents have a porting Contract in place with the original number Carrier provider.

3. FAULT REPORTING AND BDM SUPPORT SERVICES

3.1 Remote Access Facility

If there is a fault with the Hosted Services, the Client shall (where applicable), at no cost, provide BDM with timely and adequate access to the equipment via public or private internet access to allow BDM to provide the support services. Any delays beyond BDM's control may impact BDM's ability to respond within the resolution targets outlined below.

3.2 Facilities for On-Site Support

If the Client requires on-site services, the Client shall provide reasonable facilities including, but not limited to, secure storage space, designated work space with adequate temperature control and light, and use of all equipment and communication facilities, including access to a telephone line and/or a broadband connection, all at no charge to BDM.

3.3 Planned Outages

Planned Outages may be required for scheduled network maintenance and upgrade activities. BDM shall use reasonable endeavours to effect such outages between the hours of 22:00 GMT and 06:00 GMT on any day.

All planned outages will be notified to Clients via email.

3.4 Fault Procedure and Support Hours

The Client may contact BDM to raise a fault during normal business hours on Monday to Friday between 09.00 and 17.00.

3.5 Outside Normal Business Hours Support

BDM may agree in writing to provide support services outside of normal business hours. Any such service is agreed separately and outside of the scope of this agreement and is subject to a separate charge structure.

3.6 Placing Fault Call

When contacting BDM to log a fault the Client should have the following information ready:

- The date and time at which the problem occurred;
- Impact of problem on live operations • A Specification of the issue, including:
- The extension and phone numbers involved;
- Type of calls, actions, or user services impacted;
- Frequency of the issue;
- Any examples of the issue (e.g. specific calls, with number dialled and time)

3.7 **Fault Classification**

BDM will classify faults according to their severity as either a Service Affecting Fault or Non-Service Affecting Fault. In the case of a Service Affecting Fault, BDM undertakes to use all reasonable endeavours to dedicate resources at all times to address the problem. Any incident, which has no adverse effect on the Client's operations, will be treated as "planned work" and repairs will be carried out by BDM during BDM's normal working hours (i.e. 09.00 to 17.00) to address the problem.

| | |
|-----------------------|--|
| Service Affecting | A Service Affecting Fault means any fault, repair or condition affecting the Client's service(s) as registered by Client. |
| Non-Service Affecting | Non-Service Affecting Fault means any fault, repair or condition that is not a Service Affecting Fault. NSA faults raised outside normal working hours can be deferred until the following day for resolution if both parties agree. |

3.8 **Fault Priority**

BDM shall manage handling response and resolution according to the priority of the fault; the priority will be based on the impact on the Client's business. The following table shows a definition of the priorities.

| | | |
|------------|--------|---|
| Priority 1 | High | Loss of service or problems severely affecting the Services. |
| Priority 2 | Medium | Intermittent and degraded performance which is Service Affecting. |
| Priority 3 | Low | Faults with a minor impact but Non-Service Affecting. |

The Client Support Engineer receiving the call will set the priority in consultation with the Client. The level of priority allocated to the fault will determine subsequent updates.

3.9 **Client updates and target resolution times**

- (a) The provision of Client updates by BDM shall depend on the priority level of the fault. These response times start when a fault has been registered in the fault management system. BDM shall update the Client with the status of the fault regularly according to the table below or as agreed with the Client at the time of logging the fault.

- (b)

| | First update | Further Updates | Target resolution time |
|------------|----------------|-----------------------|------------------------------|
| Priority 1 | Within 60 min | Update every 2 hours | Within 8 hours working hours |
| Priority 2 | Within 120 min | Update every 4 hours | Within 2 days working hours |
| Priority 3 | Within 4 hours | Update every 24 hours | Within 7 days working hours |

- (c) BDM shall attempt to provide a temporary solution to minimise the impact on the Hosted Services or the system while a permanent solution is developed, any temporary solution is at BDM's discretion.
- (d) Consequently, Priority 1 issues may be downgraded to Priority 2, and Priority 2 issues may be downgraded to Priority 3, following application of a temporary solution.
- (e) The target resolution times set out above are subject to the Client providing BDM with prompt access to the Client's premises or equipment, or remote access to the Client's system, if required.
- (f) Where the fault arises from any Third Party Local Access, BDM shall endeavour to manage the resolution of the fault by the Third Party Local Access provider as soon as reasonably practicable,

but BDM shall not be liable for the Third Party Local Access provider's delay in resolving, or failure to resolve, the fault.

- (g) If BDM requires third parties to assist in resolving any fault or problem in respect of the Hosted Services, BDM shall not be liable for that third party's delay in resolving, or failure to resolve, the fault or problem.
- (h) The Engineer will monitor the progress of all faults internally, and will escalate the problem to BDM Senior Management as and when appropriate.
- (i) If the WAN (wide area network/broadband) connections fails to a site for any reason including a fault on the circuit or a power cut then the ability to make and receive calls from the IP phones utilizing that WAN circuit will be restricted, these failures may be caused for reasons outside BDM's control. Other services will be fully maintained including voice mail and the ability to divert calls to other numbers including mobiles. If another working WAN circuit is available at that site then this can be used to fully restore service to all phones.
- (j) The BDM service allows for calls to 999 and 112; however these services will be affected if there is a power cut or the Client's WAN circuit fails.
- (k) With regard to 999 services no location information is passed to the emergency services operator. This means that the Client will have to state the address that they require the emergency service to attend.

3.11 **Fault duration**

All faults recorded by BDM shall be reconciled against the corresponding fault ticket raised by BDM. The exact fault duration shall be calculated as the elapsed time between the fault being reported to BDM and the time when Services are restored.