



These Service Terms apply to the Voice Fixed Link Service and are incorporated by reference into the Commercial Terms between Vodafone and Customer and, together with the General Terms, form the Agreement for the Voice Fixed Link Service.

### 1. Definitions

1.1 The following definitions apply to the Voice Fixed Link Service:

- (a) **Calling Line Identity** – The transmission of a caller's telephone number to the call recipient.
- (b) **Connecting Point** – A device supplied, installed and maintained by Vodafone at the Point of Access to facilitate the Fixed Link Connection of Equipment to the Network.
- (c) **Customer System** – The private network or telecommunications system operated by Customer to be connected to the Network via the Fixed Link Access Systems and which Customer is permitted to run.
- (d) **Fixed Link Service** - The Services as set out within these Service Terms.
- (e) **Fixed Link Access** – The installation and running of any telecommunication system (whether a private leased circuit or otherwise) which is connected to both the Network and the Customer System, and which is used to convey signals by means of both the Network and the Customer System and which either originate or terminate on the Customer System.
- (f) **Fixed Link Access Systems** – The telecommunications systems to be procured by Customer for Fixed Link Access (including Fixed Link Connections).
- (g) **Fixed Link Connection** – The connection of the Fixed Link Access Systems to the Network.
- (h) **Local Access Point** – Premises under the control of Customer.
- (i) **Local Access Point Connection Criteria** – The criteria Customer must fulfil for Fixed Link Connection of its Fixed Link Access System to the Local Access Point.
- (j) **Point of Access** – The point at a particular place designated by Vodafone where the Network and the Fixed Link Access Systems are (or are to be) connected.
- (k) **PSTN** – The public switched telephone network, which individually switches calls and is operated by a telecommunications operator.
- (l) **Remote Access Point** – Premises under the control of Vodafone.
- (m) **Service Level** - A performance standard as set out in these Service Terms.
- (n) **Tones** – Relevant standard supervisory tones as defined in British Standard 6305.
- (o) **Vodafone Mobile Telephone** – A device equipped with a Vodafone SIM Card with a +44 international dialling code.
- (p) **Working Hours** -

### 2. Service options

2.1 Vodafone's Fixed Link Service allow calls (voice and circuit switched data) to be made between Customer's fixed-line extensions and Customer's Vodafone Mobile Telephones at the price set out in Commercial Terms.

2.2 Vodafone offers the following service options:

- (a) **Resilience option** (not available for geographically diverse fixed links) – The ability for mobile originated calls to be routed via the PSTN if there is a failure within to the fixed link sub-system.
- (b) **Alternative routing option** – The ability for originated and mobile originated calls to be routed over an alternative, geographically diverse Fixed Link Access System.
- (c) **Closed user group option** – The ability to prevent access to Customer's private telephone network via the Fixed Link from unauthorised mobile users.
- (d) **Partitioned access system option** – The ability to have more than one Fixed Link Connection using different channels within a single Fixed Link Access System.
- (e) **Number length restriction option** – The ability to specify the maximum number of digits that may be passed into Customer's private telephone network (via the Point of Access).
- (f) **VPN option** – The ability to include the Fixed Link Connection within a virtual private network, to benefit from 'on-VPN' call charges and private dial plan features.
- (g) **Non-managed option** – For the non-managed option Customer shall procure a Fixed Link Connection from another source.
- (h) **Managed option** – For the managed option Customer shall procure a Fixed Link Connection via Vodafone.

### 3. Service performance

3.1 Fixed Link Service scope:

- (a) The Fixed Link Services without the managed link option shall extend from the termination point of the GSM Bearer Services but shall not include the Fixed Link Access System. Customer shall provide and maintain the Fixed Link Access System and associated cabling to the Customer System.

- (b) The Fixed Link Services including the managed link option shall extend from the termination point of the GSM Bearer Services up to the Connecting Point at the Local Access Point. Customer shall provide and maintain the cabling from the Customer System to the Connecting Point.

3.2 Performance reporting. Where requested by Customer, Vodafone shall provide Customer a report providing details of the Fixed Link's busiest hour, average call duration, volume of traffic, and circuit details (number of channels in service / blocked).

### 4. Prerequisites

- 4.1 A Vodafone virtual private network with at least 25 Vodafone Mobile Telephones is a prerequisite for the Fixed Link Services with VPN option.
- 4.2 Customer shall procure the Fixed Link Access System in accordance with the technical and other requirements specified from time to time by Vodafone. The Fixed Link Access System shall be in accordance with British standard 6301, British standard 6305 and British standard 6328.

### 5. Customer responsibilities

- 5.1 When reporting a fault to Vodafone, Customer shall provide Vodafone with the following information:
  - (a) The Fixed Link connection name / mnemonic, access code or subscription/ billing number.
  - (b) Contact details (name and telephone number).
  - (c) Symptoms of the fault; e.g. calls encountering number unobtainable, congestion tone etc.
  - (d) Scope of fault; e.g. whether the fault is affecting all calls, or is affecting calls only in certain directions or to certain numbers.
  - (e) Persistency of the fault; e.g. constant, intermittent, time of day dependant etc.
  - (f) Indication of when the fault occurred i.e. whether the scenario being reported has ever worked (and if so, until when).
  - (g) Results of any Customer tests performed and fault diagnostics obtained.

5.2 Customer shall be responsible for investigating, localising and rectifying all faults affecting the Fixed Link Service due to fault occurrences within the Customer System up to the Connecting Point.

### 6. Customer contact management

- 6.1 The Service Levels as set out within these terms shall override any of Customer's other Service Levels with Vodafone for Services related to the Fixed Link Service.
- 6.2 Vodafone's Fixed Link helpdesk shall be available 24 hours a day and 365 days a year to address queries or faults relating to the Services. The helpdesk and Customer's IT team or designated point of contact shall be responsible for all communications between the Parties regarding the Fixed Link Services

### 7. Fault management

- 7.1 Vodafone shall use reasonable efforts to remedy the fault within the restoration time as set out in the table below.
- 7.2 Vodafone shall undertake to resolve faults in the sequence of their priority where there is a conflict of resource.

Priority	Description	Explanation	Resolution time
1	Total loss of the Customer's Fixed Link Access in both directions	Loss of all capacity within the Customer's Fixed Link Access which has not been provided with either: (i) the alternative routing or resilience options; or (ii) where the applicable alternative routing or resilience options has also failed.	Up to 6 Working Hours
2	Partial loss of the Customer's Fixed Link Access with capacity or a reduction in call success rate in one or both call directions	Loss of some capacity within a Fixed Link Access, or loss of all capacity within a Fixed Link Access that has been provisioned with either the resilience or alternative routing options where the applicable option is working.	Up to 24 Working Hours
3	Minor reduction or impairment of the Customer's Fixed Link Access	Impairment of Fixed Link Service features or options.	Up to 5 Business Days

7.3 A fault shall be deemed to have been resolved once investigated by Vodafone and cleared off of the Vodafone Fixed Link Service sub-system. To investigate certain faults, Vodafone may require the assistance and co-operation of Customer. Any time when Vodafone is waiting for the assistance and co-operation of Customer shall not be attributable to Vodafone.

### 8. Notifications of planned changes

8.1 From time to time, the implementation by Vodafone of planned changes to the Vodafone system may cause disruption to the operation of a Fixed Link Service. Vodafone shall endeavour to implement such changes during an off-peak period



- e.g. on a Sunday or between the hours of 18:00 and 06:00 on a Monday to Saturday.
- 8.2 Where the implementation of a planned change is considered likely to cause a disruption of more than ten minutes in duration, Vodafone shall use reasonable efforts to provide Customer with 24 hours' notice of the planned change.
- 8.3 Where the implementation of a planned change is considered likely to cause a disruption for less than ten minutes, prior notification shall not be given.
- 9. Fixed link access**
- 9.1 Where the Parties agree that Customer may connect its Fixed Link Access System to the Vodafone system at the Local Access Point, Customer shall place sufficient orders to Vodafone for the managed link option to ensure that the managed link(s) are run in sufficient numbers and with sufficient capacity to meet the actual and reasonably anticipated volume of (attempted) calls to be conveyed to or from the Customer's System by means of the Fixed Link Access Systems.
- 9.2 Vodafone may suspend or restrict Fixed Link Access if, in its opinion, the volume of (attempted) calls or attempted calls to be conveyed to or from the Customer System by means of the Fixed Link Access System from time to time is such as to cause congestion on the Vodafone Systems or to disrupt any services provided by Vodafone and Vodafone shall not be liable for such suspension or restriction.
- 9.3 Customer shall ensure that the Customer System shall have and continue to have facilities to: (a) return Tones to a User calling the Customer System; and (b) return an answer signal to the User calling the Customer System. Customer shall not make or permit to be made any alterations, adjustments or connections to apparatus connected to the Customer System which shall or may have the effect of preventing either of these facilities from functioning.
- 9.4 If ordered by Customer, the connection between the Fixed Link Access Systems and the Point of Access may be configured to allow for the establishment of closed user groups; and/or so that if the Fixed Link Access System fails or is unavailable for any other reason (such as the carrying out of maintenance work) calls shall be routed via the PSTN ("resilience").
- 9.5 Vodafone reserves the right at any time and without prior notice to Customer to withdraw the availability of resilience if in Vodafone's opinion the availability of 'resilience' is abused in any fashion by Customer (for example if Customer relies on the availability of resilience instead of ensuring that the Fixed Link Access Systems are properly dimensioned for Customer's needs).
- 9.6 Fixed Link Access is dependent upon the continued use by Customer of the Fixed Link Access System run by third parties and Vodafone shall not be liable for any cessation of the use of systems run by third parties or any failure or defect in any of them.
- 9.7 Fixed Link Access shall be subject to such limitations and restrictions as may be applied or specified by Vodafone from time to time.
- 10. Fixed link access (non-managed option)**
- 10.1 Vodafone permits Fixed Link Access to Customer solely for the purpose of conveying signals by means of both Customer System and the Network and which either originate or terminate on the Customer System.
- 10.2 The Fixed Link Access Systems shall connect to the Network at the Remote Access Point unless Customer satisfies the Local Access Point Connection Criteria.
- 10.3 After initial installation, the Fixed Link Connections between the Network and the Fixed Link Access Systems shall be tested as specified by Vodafone. Customer shall ensure that no signals are initiated on the Customer System or otherwise conveyed from the Customer System to the Network (and Vodafone shall not be obliged to convey signals to the Customer System) unless and until notified in writing by Vodafone that the testing of such Fixed Link Connection has been completed and the initial installation is ready for service.
- 10.4 Customer shall be liable for all Charges and costs with respect to the Fixed Link Access Systems.
- 10.5 Customer acknowledges and agrees:
- (a) that Fixed Link Access is dependent upon the continued use by Customer of Fixed Link Access System and or the managed links run by third parties and that Vodafone shall not be liable for any cessation of the use of systems run by third parties or any failure or defect in any of them; and
  - (b) that Fixed Link Access shall be subject to such limitations and restrictions as may be applied or specified by Vodafone from time to time.
- 10.6 Customer shall ensure that the Fixed Link Access Systems are installed, kept installed and run with sufficient capacity to meet the actual and reasonably anticipated volume of (attempted) calls to be conveyed to or from the Customer System by means of the Fixed Link Access Systems from time to time and shall comply with Vodafone's requirements and specifications in relation to this.
- 11. Fixed link access (managed option)**
- 11.1 Vodafone shall provide Fixed Link Access to Customer for the purpose, and only for the purpose of, conveying signals by means of both Customer System and the Network and which either originate or terminate on the Customer System.
- 11.2 The Fixed Link Access Systems shall connect to the Network at the Remote Access Point unless Customer satisfies the Local Access Point Connection Criteria.
- 11.3 After initial installation, the Fixed Link Connections between the Network and the Fixed Link Access Systems shall be tested as specified by Vodafone. Customer shall ensure that no signals are initiated on the Customer System or otherwise conveyed from the Customer System to the Network (and Vodafone shall not be obliged to convey signals to the Customer System) unless and until notified in writing by Vodafone that the testing of such Fixed Link Connection has been completed and the initial installation is ready for service.
- 11.4 Customer acknowledges and agrees:
- (a) that Fixed Link Access is dependent upon the continued use by Customer of Fixed Link Access System and or the managed links run by third parties and that Vodafone shall not be liable for any cessation of the use of systems run by third parties or any failure or defect in any of them; and
  - (b) that Fixed Link Access shall be subject to such limitations and restrictions as may be applied or specified by Vodafone from time to time.
- 11.5 Customer shall ensure that the Fixed Link Access Systems are installed, kept installed and run with sufficient capacity to meet the actual and reasonably anticipated volume of (attempted) calls to be conveyed to or from the Customer System by means of the Fixed Link Access Systems from time to time and shall comply with Vodafone's requirements and specifications in relation to this.
- 12. Provision of certain services by Vodafone**
- 12.1 Vodafone shall connect and use all reasonable efforts to keep connected the Network at the Point of Access to each Fixed Link Access System.
- 12.2 Vodafone does not warrant that Fixed Link Access or the services provided or made available by Vodafone shall be fault free. Vodafone accepts no responsibility for the performance of Customer System or the Fixed Link Access System or for any errors or failures that may occur by reason of any of them.
- 13. Customer system**
- 13.1 Customer shall ensure that it has obtained all permissions, authorisations and licences as may be necessary to run the Customer System and services provided by Customer utilising the Fixed Link Connection.
- 13.2 Customer shall ensure that the Customer System is run in compliance with any applicable licences, permissions and authorisations.
- 13.3 Customer shall ensure that all apparatus connected to the Customer System is approved under relevant legislation or under relevant regulations for the Fixed Link Connection to the Customer System and any other telecommunications systems to which the Customer System is connected.
- 14. Customer obligations**
- 14.1 Customer shall utilise Fixed Link Access to the Network only in accordance with such operational and/or administrative guidelines as may be notified by Vodafone in writing to Customer from time to time.
- 14.2 Customer shall ensure that the Fixed Link Connection between the Fixed Link Access System and the Network shall only be utilised to convey sound signals between the Network (including portable or transportable equipment connected directly to it) and the Customer System and that all such sound signals either originate or terminate on the Customer System, other than where agreed in writing with Vodafone.
- 15. Allocation and use of codes**
- 15.1 Vodafone may from time to time at its discretion allocate to Customer a Fixed Link Access code or a routing code for the purpose of enabling End Users to gain Fixed Link Access to the Customer System by means of the Network and the Fixed Link Access System and Customer shall ensure that such code is used only for that purpose.
- 15.2 Customer shall have the right to use such Fixed Link Access or routing codes allocated to them only in accordance with the Agreement and shall have no other rights in relation to such codes. Vodafone may on giving at least two (2) months' notice to Customer alter, withdraw or modify any code which has been allocated to Customer and may allocate withdrawn codes to third parties.
- 15.3 Vodafone shall have no responsibility to ascertain whether any code or number for Customer is being or has been properly dialled or used and accordingly Vodafone shall have no liability to Customer whether in respect of any misdialled code or number or in respect of any such code or number being improperly used by any third party and the Customer shall indemnify Vodafone in respect of any claims thereof.
- 16. Relocation**
- 16.1 Vodafone reserves the right, exercisable from time to time upon not less than three (3) months' written notice to Customer, to relocate a Point of Access. If such relocation results in additional cost to Customer for engineering works necessary in order to facilitate such relocation then Vodafone shall reimburse to Customer a reasonable amount in respect of such additional costs properly incurred. Customer shall upon request provide to Vodafone receipts and other documentation as Vodafone may require in support of any claim for any such reimbursement. Vodafone shall have no liability to Customer in respect of any such relocation and in particular (but without limitation) Vodafone shall not be liable in respect of any increase in any rental or other periodic charges payable by Customer in respect of the Fixed Link Access Systems as a result of any such relocation.
- 17. Limitation on use of service**
- 17.1 Neither Customer nor any other person is permitted to use the Fixed Link Services other than in compliance with the provisions of the Agreement and any licence



applicable to Customer or that other person in connection with the use of the Fixed Link Services.

### 18. Calling line identity

18.1 The Network may convey Calling Line Identity information in respect of calls connected between the Network and the Fixed Link Access Systems, if agreed by the Parties in writing, subject to the following:

- (a) Customer shall conclude appropriate arrangements with Vodafone for the provision of Calling Line Identity prior to the supply of the Fixed Link Services to Customer.
- (b) Customer shall at all times, during which Calling Line Identity is conveyed, notify all persons to whom Customer supplies or has supplied details of any Fixed Link Access code so allocated: (i) Calling Line Identity shall be transmitted when the Fixed Link Access code is used to place calls to Customer System; and (ii) if any caller wishing to place a call to Customer System wishes to avoid this transmission of Calling Line Identity by means of the Network then the caller shall either not use such Fixed Link Access code to place such call or utilise any alternative methods of blocking the transmission of Calling Line Identity which may be available from time to time.

18.2 Vodafone reserves the right to discontinue the transmission of Calling Line Identity by means of the Network:

- (a) if Customer is using or has used Calling Line Identity in any manner, which is not authorised by such registration;
- (b) if Customer fails or has failed to comply with any direction or enforcement notice issued by the information commissioner;
- (c) if for any reason such registration or notification is revoked, withdrawn, terminated, lapses, is modified so that it no longer complies with these terms of this Services Schedule;
- (d) if directed to do so by a member of Ofcom or any other competent authority; and/or
- (e) at any time upon written notice to Customer.

### 19. Vodafone's general powers

19.1 Vodafone may in an emergency, suspend the Fixed Link Connection temporarily in order to provide or safeguard service to a hospital or to the emergency, or other essential services.

19.2 Vodafone may temporarily suspend the Fixed Link Connection for the purpose of alteration of telecommunications apparatus to permit the passage of vehicles with abnormal loads.

19.3 Vodafone may temporarily suspend Fixed Link Connection for the purpose of repair, maintenance or improvement of any telecommunication systems and telecommunications apparatus.

19.4 Vodafone may give Customer instructions about the use of the Fixed Link Connection, which Vodafone thinks, are in the interests of health, safety or of the quality of the Fixed Link Service to Vodafone's other customers.

19.5 Whenever possible, Vodafone shall give Customer as much notice as reasonably possible before executing any of the events as set out within this clause 19 and Vodafone shall restore the Fixed Link Connection as soon as possible after temporary suspension.

### 20. Customer's responsibility for telephone apparatus

20.1 Customer shall be responsible for Vodafone's telecommunications apparatus placed within the boundary of Customer's or Customer's agent's premises and for its proper use. If any part of Vodafone's telecommunications apparatus is lost, destroyed or damaged (except for fair wear and tear) Customer shall pay Vodafone's charge for its replacement and/or repair. Customer shall not interfere with it nor permit anybody else (except someone authorised by Vodafone) to do so.

### 21. Fixed link connection of equipment

21.1 Where Customer's Fixed Link Access System connects to the Network at the Local Access Point, Customer Equipment shall only be connected to Vodafone's telecommunications systems using Connecting Points unless Vodafone agrees otherwise. Vodafone may end the provision of the Fixed Link Services, after giving Customer reasonable notice, if Vodafone does not agree.

21.2 Customer's Equipment shall only remain connected to the Network if used in a way that meets the relevant standards and any licences applicable to Customer.

### 22. Electricity and accommodation

22.1 Where Customer's Fixed Link Access System connects to the Network at the Local Access Point, Customer shall provide a suitable place and conditions for Vodafone to place the telecommunication apparatus on its premises. Customer shall prepare the premises before Fixed Link Connection is provided according to any instructions Vodafone gives Customer, and Customer shall perform any re-decoration required after the installation.

22.2 Customer shall provide any required mains electricity supply and Fixed Link Connection points, at its sole expense.

### 23. Permission to enter property

23.1 Customer shall allow Vodafone and its subcontractors access to Customer's premises where this is required in order for Vodafone to meet its obligations under this Agreement, upon the production of an identity card.

23.2 Customer shall be responsible for gaining all landlord and other consents necessary to allow Vodafone to access Customer's premises and to install any required telecommunications apparatus.

### 24. Liaison and co-operation

24.1 The Parties shall work together in good faith in order to resolve issues relating to the Fixed Link Services.

24.2 Customer shall comply with all reasonable directions and codes of practice specified by Vodafone from time to time, and shall provide Vodafone with any assistance reasonably requested by Vodafone.

24.3 Customer shall, upon written request from Vodafone, provide facilities to enable Vodafone to inspect the Customer System and any apparatus connected to it and to have Fixed Link Access to the premises where Customer System is located for such purposes.