



SPECIFIC CONDITIONS L1 – INBOUND SERVICES

These Specific Conditions govern the Inbound Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “**Conditions**”), which shall be deemed to be incorporated into the Contract for the performance of any Inbound Services performed under these Specific Conditions.

1 DEFINITIONS

1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:

- “Call Charges” means the Charges payable by the Customer in respect of calls received by the Inbound Services in accordance with the agreed tariffs as specified in the Order Form;
- “Concatenate” means in respect of voice mail systems, telephony applications files and data and public address systems, the process through programming of stringing together electronic data recordings that may exist separately into one output;
- “Connection” means the connection by or on behalf of the Company of the Inbound Services to the Customer’s telecommunications lines or equipment such that the relevant number is confirmed as live;
- “Connection Date” means the date when the Carrier, having received the relevant information from the Company, is in a position to and has agreed to commence provision of the Inbound Services to the Customer, as notified to the Customer, and the Connection is made;
- “Contract Buy-out” means the fee paid or payable by the Customer to a Previous Service Provider, solely in respect of termination of the relevant contract between them, and excluding accrued call charges, line rental charges and other charges or liabilities in respect of the period prior to the termination of that contract;
- “Divert” means the facility to divert an inbound call to the Customer to a secondary destination where the original terminating number is busy or unanswered;
- “Fixed Charges” the Charges payable by the Customer in respect of the rental for the Inbound Services, as specified for those telephone numbers in the Order Form;
- “Inbound Services” means the Services provided by the Company to the Customer under these Specific Conditions, including the provisions of one or more NGNs and/or geographic telephone numbers to allow the routing of inbound calls to the Customer, as specified in the Order Form;
- “Incident” has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
- “Incident Management” has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
- “Monthly Minimum Minutes” means the minimum monthly number of minutes of calls (as specified in the Order Form) to be received by the NGNs during the Minimum Term;
- “NGN” means a telephone number for which the digit structure has no geographic significance for routing calls;
- “Portal” means the Company’s website portal, which may provide information related to the Customer’s use of the Inbound Services;
- “Premium Rate Regulator” means Phone-paid Services Authority or any successor body that regulates the use of NGNs;
- “Previous Service Provider” means a third party that provided the Customer with the relevant telecommunications services prior to the Connection of the Inbound Services;
- “Revenue Share Agreement” means an agreement between the parties (if any), as specified in the Order Form to share revenue received by the Company in respect of calls to one or more NGNs;
- “Revenue Share Threshold” means (unless otherwise stated in the Order Form or agreed in writing by the Company) ten thousand (10,000) minutes of calls, being the number of calls that must be received in any calendar month by the relevant NGNs that are generating revenue share in order for revenue share payments to be made by the Company to the Customer under a Revenue Share Agreement;
- “Service Plan” means the plan identified in the Order Form as being applicable to the Inbound Services, comprising the service features and components as set out in paragraph 6; and
- “Service Request” has the meaning given to it in Specific Conditions X3 – Standard Operational Services.

1.2 All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the Conditions.

2 COMMENCEMENT DATE

2.1 The Commencement Date of the Inbound Services shall be the date specified as such in the Order Form or, if no date is specified, the Connection Date.

3 MINIMUM TERM

3.1 The Minimum Term shall be the Minimum Term for the Inbound Services as set out in the Order Form, or if no Minimum Term is specified, twelve (12) calendar months from the Commencement Date of the Inbound Services.

4 PROVISION OF THE INBOUND SERVICES, SET-UP AND CONFIGURATION

- 4.1 The Company will use reasonable endeavours to provide the Inbound Services from the Connection Date subject to these Specific Conditions. The Inbound Services may not be fault free and use of the Inbound Services may not be uninterrupted.
- 4.2 Subject to the continuing supply of the service by the relevant Carrier, in the event of a fault occurring in the Inbound Services the Company will use reasonable endeavours to rectify the fault as soon as practicable. However, the Company shall have no liability to the Customer for any fault occurring or any interruption to the Inbound Services whether in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise to the extent caused by atmospheric conditions; congestion, fault, interruption or interference with the network; any fault, interruption or interference with the power supply to the network; any act or omission by the relevant Carrier or any known or unknown Viruses that cause interruption or interference with the network, or any other fault save to the extent that any such fault or interruption to the extent that arises from the acts or omissions of the Company.
- 4.3 The Company will manage any Incidents in respect of the Inbound Services in accordance with the Incident Management process.
- 4.4 The Company will develop and implement the Customer’s agreed configuration for the routing of the Inbound Services, as set out in the Order Form. The Company will use reasonable endeavours to provide such development and implementation within any timetable agreed between the parties, as set out in the Order Form or otherwise agreed in writing between the parties. No changes will be made to the configuration work and/or to any agreed timetable for the configuration work unless agreed by both parties in writing. Each party will provide the other with such co-operation and assistance as may be reasonably required in order to help ensure that the configuration work is completed swiftly and effectively.
- 4.5 The Company will provide a Portal for use by the Customer to manage the Inbound Services. During the term of this Contract for Outbound Services, the Customer shall be provided with a revocable, personal and non-exclusive licence to use the Portal in order for it to manage its requirements for Inbound Services. The Portal will be accessible online by a password-controlled connection. Records will be produced for all calls received over the Inbound Services and made available on the Portal for up to 6 (six) weeks following the date of the relevant call. The Company provides no guarantees regarding the availability of the Portal or the timescales within which the Customer’s requests for Changes to its requirements for Inbound Services will be processed through the Portal (including without limitation, requests for the commencement of additional Inbound Services). The Company does not provide any guarantees or warranties that use of the Portal will be uninterrupted or error free and disclaims any and all liability to the Customer in respect of any loss or damage suffered by it as a result of the Customer’s inability to access the Portal.



- 4.6 Subject to paragraph 4.7, the Inbound Services will be terminated to a UK geographic number or UK mobile number, unless otherwise expressly agreed by the Company in the Order Form or agreed by the Company in writing (such agreement not to be unreasonably withheld or delayed). Termination of an NGN on an international numbers (geographic, freephone or mobile) is subject to approval by the Company and is subject to additional commercial terms.
- 4.7 Geographic numbers will only be translated to a UK geographic number.
- 4.8 The Company is entitled at any time to withdraw or change any part of the Inbound Services on giving the Customer reasonable prior notice, if required to do so by the Carrier.
- 4.9 The Company reserves the right to withdraw the Inbound Services or make additional Charges for any part of the Inbound Services on thirty (30) days' notice if such Inbound Services are not used within two (2) months of Connection.

5 NUMBER PROVISIONING AND PORTING

- 5.1 The Company will:
 - 5.1.1 provide local presence (01/02/03) numbering options, as specified in the Order Form and/or as otherwise requested by the Customer as a Service Request or through the Portal from time to time and as agreed by the Company as a Change in accordance with that process or otherwise in writing;
 - 5.1.2 provide Freephone (0800/0808) number options, as specified in the Order Form and/or as otherwise requested by the Customer as a Service Request or through the Portal from time to time and as agreed by the Company as a Change in accordance with that process or otherwise in writing;
 - 5.1.3 provide revenue sharing (0845/0844/0870/0871) numbering options, as specified in the Order Form and/or as otherwise requested by the Customer as a Service Request or through the Portal from time to time and as agreed by the Company as a Change in accordance with that process or otherwise in writing; and
 - 5.1.4 provide memorable number numbering options (subject to number availability and express Carrier agreement), as specified in the Order Form or otherwise agreed as formal Variation to this Contract, which shall be separately chargeable at the prices set out in the Order Form or agreed in the Variation, as applicable.
- 5.2 Subject to paragraphs 5.3, 5.4 and 5.5, the Company will provide number porting for both geographic and NGNs to enable the Customer to retain its existing telephone numbers to port the numbers onto the Inbound Services.
- 5.3 Number porting is number dependent and subject to availability. Number porting only applies to the number, not any pre-existing service options (such as advanced call plan routing) provided by the Previous Service Provider. Any such pre-existing services that are to be re-built by the Company in accordance with paragraph 4.4 for the Inbound Services following the Connection Date, shall be as set out in the Order Form. Once a date for number porting has been set by the relevant Carrier any rejection, cancellation or changes to a porting requested by the Customer, including but not limited to any requested change to a date set by the Carrier for porting, will incur a standard charge in accordance with the current price list for such changes as published in the Company's price list available at: www.daisyuk.tech/price-information/. The Customer and not the Company shall be liable for any charges (including without limitation any early termination charges) made by Previous Service Providers for any number porting, transfer of lines and services or otherwise, unless it is clearly identified and agreed in writing in the Order Form that the Company will pay for any such specified third party charges.
- 5.4 OFCOM and/or the relevant Carrier each have the power to withdraw an allocation of telephone numbers and therefore any telephone numbers offered to the Customer under this Contract, cannot be guaranteed as being available. The Company shall not be liable for any costs incurred by the Customer in relation to any such telephone number (including, without limitation, in the advertising of such telephone number) that is withdrawn by OFCOM and/or the relevant Carrier (save where and to the extent that such withdrawal is due to the negligence of the Company).
- 5.5 Without prejudice to any rights the Customer may have to port a number allocated to it, the Customer acknowledges it does not own or have any right to sell any number provided to it by the Company in connection with the Inbound Services.
- 5.6 The Company will provide number exporting on termination or expiry of the Inbound Services to allow the transfer of either geographic numbers or NGNs to the relevant replacement network service provider in accordance with the Company's current Charges for such exporting as published in the Company's standard price list available at: www.daisyuk.tech/price-information/.

6 INBOUND SERVICE PLANS AND ADDITIONAL SERVICES

- 6.1 The Company will provide the Inbound Services in accordance with the service components and features set out in Table 1 below (Service Plans) and this paragraph 6, depending on the relevant Service Plan identified in the Order Form.

Table 1 – Service Plans

Available Service Features and Components:	Service Plans		
	Contact Point	Contact Path	Contact Pro
Online Management Portal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Destination Number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Snapshot Management Information Statistics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Divert on Busy/OOH/No Answer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Time/Day of Week Routing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Email Alert on Missed Call	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One Touch Disaster Recovery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Routing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Call Distribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hunt Groups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area Based Routing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Call Queuing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IVR) / Announcements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Available Service Features and Components:	Service Plans		
	Contact Point	Contact Path	Contact Pro
Inbound Call Recording	Optional	Optional	Optional
Voicemail	Optional	Optional	Optional
Call Whisper	Optional	Optional	Optional
Advanced Statistics	Optional	Optional	Optional
Inbound Reports	Optional	Optional	Optional
Inbound App	Optional	Optional	Optional

6.2 The following service features and components will form part of any Service Plan for the Inbound Services:

- 6.2.1 **Online Management Portal**
The Company will provide access to an online management portal to allow the administration and use of any applicable service features set out in this paragraph 6 in accordance with the relevant Service Plan.
- 6.2.2 **Destination Number**
Via the online management portal, the Customer will have the ability to redirect inbound calls to the destination numbers available to the Customer for the Inbound Services.
- 6.2.3 **Snapshot Management Information Statistics**
Via the online management portal, the Customer will have the ability to view call handling performance and monitor inbound call handling efficiencies.
- 6.2.4 **Divert on Busy/OOH/No Answer**
Via the online management portal, the Customer will have the ability to configure diverts on individual destination numbers for the Inbound Services to facilitate the diversion of calls if the number is busy; if there is no answer; or if the call occurs out of hours.
- 6.2.5 **Time/Day of Week Routing**
Via the online management portal, the Customer will have the ability to schedule call routing in advance according to the Customer's business hours and call handling preferences.
- 6.2.6 **Email Alert on Missed Call**
Via the online management portal, the Customer will have access to configure the functionality to receive missed call alerts by email.
- 6.2.7 **'One Touch' Disaster Recovery**
Via the online management portal, the Customer will have the ability to configure disaster recover call plans for inbound numbers, with the ability to invoke the plan via the online management portal.

6.3 The following additional features and components will form part of the Inbound Services only to the extent that they are applicable in respect of the relevant Service Plan as identified in the Order Form and as set out in Table 1 (Service Plans) above:

- 6.3.1 **Date Routing**
Via the online management portal, the Customer would have the ability to schedule date-specific call routing in advance according to the Customer's business hours and call handling preferences.
- 6.3.2 **Call Distribution**
Via the online management portal, the Customer would have the ability to configure serial, hunt groups and volume percentage based routing to load balance calls across the Customer's resources.
- 6.3.3 **Hunt Groups**
Via the online management portal, the Customer would have the ability to configure serial or parallel hunt groups to direct calls to specific Customer resources.
- 6.3.4 **Area Based Routing**
Via the online management portal, the Customer would have the ability to configure the routing of calls according to subscriber trunk dialling ("STD") code and/or the call line identity ("CLI") of the caller, and process incoming calls differently according to who the caller is.
- 6.3.5 **Call Queuing**
Via the online management portal, the Customer would have the ability to queue incoming calls on a destination number to assist with call handling during peak busy periods. This would include announcements that are configurable by the Customer, breakout and overflow options. Live queue statistics would be viewable via the online management portal.
- 6.3.6 **IVR Announcements**
Via the online management portal, the Customer would have the ability to upload .mp3 and/or .wav file announcements to a Service Plan, as well as configure call routing options based on the caller's responses to the relevant announcement(s).

6.4 The following service features and components of the Inbound Services are optional and may be added to any Service Plan. They are only applicable to the Inbound Services to the extent that they are individually and expressly listed as included in the Order Form:

- 6.4.1 **Inbound Call Recording**
Where inbound call recording is identified in the Order Form, the Company will provide the functionality to record inbound calls, which shall be available via the online management portal.



- 6.4.2 **Voicemail**
Where voicemail is identified in the Order Form, the Company will provide a voicemail function. The ability to retrieve voicemails via the online management portal or via email as .wav files will be configurable by the Customer via the online management portal.
- 6.4.3 **Call Whisper**
Where call whisper is identified in the Order Form, the Company will provide a call whisper function whereby a 'voice tag' announcement can be associated with a destination number, configurable via the online management portal.
- 6.4.4 **Advanced Statistics**
Where advanced statistics are identified in the Order Form, the Company will provide online access via the online management tool to comprehensive call statistics, including; advanced management information regarding call handling efficiencies; productivity; call patterns; caller behaviour; time to answer; call waiting times; call outcome; and caller details.
- 6.4.5 **Inbound Reports**
Where inbound reports are identified in the Order Form, the Company will provide the functionality, which is configurable by the Customer via the online management portal, to receive full or summarised advanced statistics reports via email on daily, weekly or monthly frequencies.
- 6.4.6 **Inbound App**
Where the inbound app is identified on the Order Form, the company shall make available to the Customer access to an inbound application that can be accessed via handheld smartphone devices.

7 CUSTOMER OBLIGATIONS

- 7.1 The Customer is responsible for:
 - 7.1.1 supplying and configuring the deliver to number telephone equipment and ensuring its compatibility to receive the required capacity of inbound calls;
 - 7.1.2 maintenance of telephony equipment, save to the extent that the Company takes express responsibility for maintenance in the Order Form as part of the Company's Services;
 - 7.1.3 provision of any necessary mains power to the relevant call termination destination for the Inbound Services at the Customer's Premises;
 - 7.1.4 the accurate and timely reporting of any service faults to the Company; and
 - 7.1.5 all relevant billing information with regards to number porting.
- 7.2 The Customer agrees:
 - 7.2.1 to use each of the Inbound Services until expiry of the Minimum Term;
 - 7.2.2 to ensure that the NGNs receive at least the Monthly Minimum Minutes in each month of the Minimum Term, as set out in the Order Form for each such NGN;
 - 7.2.3 to use the Inbound Services in accordance with all Relevant Laws, any direction of OFCOM or other competent authority and the Carrier's licence;
 - 7.2.4 to use the Inbound Services in accordance with this Contract and such other conditions and instructions as may be imposed from time to time by Relevant Law or the Carrier;
 - 7.2.5 not to cause any attachments other than those approved by Relevant Law to be connected to the Inbound Services;
 - 7.2.6 not to use the Inbound Services other than as a genuine conveyance of communications for its proper benefit and for any other purposes as may be expressly set out in the Order Form or otherwise agreed by the parties in writing from time to time;
 - 7.2.7 not to present or otherwise use the telephone numbers for the Inbound Services for knowing receipt or transmission of any material or message that is intended to be a hoax call to emergency services, causes a nuisance or is of a defamatory, offensive, abusive, indecent, obscene or menacing character;
 - 7.2.8 not to use the Inbound Services in a manner that infringes the rights of any third party, that is a breach of any statutory obligation or duty in contract, tort or otherwise, or that might cause any person, the property of any person, the telecommunications network, the quality of the Inbound Services, or any aspect of them, to be impaired or damaged;
 - 7.2.9 not to make or attempt to make fraudulent, improper, misleading or immoral use of the Inbound Services (including creating or allowing any artificially inflated volumes of calls), nor to use or attempt to use the Inbound Services in breach of any Relevant Law or with the intent to avoid the payment, in whole or in part, of any Charges;
 - 7.2.10 to maintain its telecommunications apparatus at all times in good working order and in compliance with the relevant standards or approvals for the time being designated by Relevant Law;
 - 7.2.11 to notify the Company immediately of any fault with the Inbound Services, or of any use of the Inbound Services in breach of this Contract or the Relevant Laws on becoming aware of it;
 - 7.2.12 to implement security measures to prevent unauthorised access to the Inbound Services and the Customer's equipment and premises;
 - 7.2.13 that it has no rights in any Intellectual Property Rights in the Inbound Services or arising in the Inbound Services as a result of their use and agrees to assign (and hereby does assign) any such rights to the Company; and
 - 7.2.14 not to resell the Inbound Services except to members of its Group from time to time and only resell or otherwise make available the Inbound Services to members of its group on the basis that the Customer shall be responsible for any act, omission or breach of this Contract by such members of its Group as if it were committed by the Customer.
- 7.3 The Customer acknowledges that the charges for the Inbound Services have been set by the Company on the basis that the Customer achieves the Monthly Minimum Minutes and that the Customer's obligation under paragraph 7.2.2 shall not be affected by any delay or failure in the transfer to the Company of any telephone number whether caused by the Customer, the Previous Service Provider, any third party or any Force Majeure Event.
- 7.4 The Customer acknowledges that an NGN supplied by the Company does not belong to and shall not become the property of the Customer and shall remain the property of the Company or the Carrier. The Customer shall not attempt to apply for registration of an NGN supplied by the Company as a trade or service mark whether on its own or in conjunction with any other word or trading style.
- 7.5 The Customer shall use all reasonable endeavours to ensure that the number of telephone calls made to the Inbound Services do not significantly exceed the Customer's capacity to answer such calls or cause congestion (the existence of congestion to be reasonably determined by the Company taking into account normal levels of traffic on the network). Where the Company notifies the Customer of the occurrence of any such congestion or misuse, then the Customer shall immediately take all reasonable steps, which shall include, but not be limited to, arranging additional network capacity, adjusting the Customer's promotional activities or using call bureau, for the relevant period, to prevent such congestion and/or misuse continuing.
- 7.6 Unless otherwise stated in this Contract, the responsibility for the cost of connection to the public switch telecommunications network and/or the provision of additional lines to the public telephone system lies with the Customer.
- 7.7 The Customer permits the Company to use information about the use of the Inbound Services by the Customer (including origin, destination, duration, route and time of calls) to perform its obligations under this Contract, to maintain or upgrade the Inbound Services, which shall be at the Carrier's discretion only, and produce anonymised statistics to assist the Company and/or the Carrier in their network and business planning. The Company may also share such information with the Carrier for fraud prevention purposes.



8 MONTHLY MINIMUM MINUTES

8.1 If at any point during, or on expiry of, the Minimum Term the Monthly Minimum Minutes have not been achieved in any month of the Minimum Term, the Company reserves the right to charge the Customer the sum specified in the table below (plus VAT) multiplied by the shortfall i.e. the Monthly Minimum Minutes less the actual aggregate number of minutes of calls received by the relevant NGNs during that month.

Shortfall (as % of Monthly Minimum Minutes)	Pence-per-Minute Charge
10% or less	0 pence
More than 10%, less than or equal to 25%	0.25 pence
More than 25%, less than or equal to 50%	0.50 pence
More than 50%, less than or equal to 75%	0.75 pence
More than 75%	1.0 pence

8.2 The parties agree that the Charges specified in paragraph 8.1 represent a reasonable pre-estimate of the Company's loss in respect of the Customer failing to meet the Monthly Minimum Minutes.

8.3 Any subsequent variation in the number of NGNs under this Contract shall not affect the Monthly Minimum Minutes unless expressly agreed by the parties in writing at the relevant time.

9 CONSEQUENCES OF EARLY TERMINATION

9.1 If an Inbound Service is disconnected or otherwise terminated by the Customer prior to expiry of the Minimum Term the Customer shall pay to the Company a termination charge equal to:

- 9.1.1 the rental charges that would otherwise have been due for the remainder of the Minimum Term;
- 9.1.2 any sum due in accordance with paragraph 8.1;
- 9.1.3 the Monthly Minimum Minutes, multiplied by 1.0 pence (one pence), for each remaining month of the Minimum Term; and
- 9.1.4 any termination charge imposed on the Company by the Carrier; within 10 (ten) days of the Company's invoice for such termination charge.

10 PREMIUM RATE REGULATOR

10.1 The Customer shall comply with any applicable code of practice or direction issued by the Premium Rate Regulator and shall promptly provide to the Company any information or documentation required to allow the Company to comply with the same.

10.2 When directed to do so by the Premium Rate Regulator the Company may, without liability or notice to the Customer, exercise any or all of the following rights:

- 10.2.1 to suspend or terminate access to the Inbound Services or any part of it;
- 10.2.2 to withhold or pay over to the Premium Rate Regulator any payment due to the Customer under any Revenue Share Agreement;
- 10.2.3 to pass to the Premium Rate Regulator any information related to the Customer or use of the Inbound Services irrespective of any duty of confidentiality to the Customer; and
- 10.2.4 to take any other action as directed by the Premium Rate Regulator.

10.3 The Premium Rate Regulator shall have the right to enforce this paragraph 10 under the Contracts (Rights of Third Parties) Act 1999.

11 CHARGES

11.1 The Fixed Charges and the Call Charges for the Inbound Services are as identified as such in the Order Form.

11.2 The Fixed Charges will be invoiced monthly in advance with the first invoice issued by the Company on or around the Commencement Date and monthly thereafter.

11.3 The Call Charges will be invoiced monthly in arrears.

12 SERVICE LEVELS

12.1 The Company will provide the management of Incidents in accordance with the Specific Conditions X3 – Standard Operational Services.

12.2 The Company will supply the Request Fulfilment in accordance with the Specific Conditions X3 – Standard Operational Services.