

# **Additional Terms and Conditions – Digital Voice**

## **General**

1. The terms and conditions set out in this Annex relate to our Digital Voice telecoms services providing voice telephony over an internet circuit and are in addition to our standard terms.
2. All definitions used in the main body of the standard terms apply to this Annex.
3. Any reference to a “clause” is to a clause of the Main Body Terms. Any reference to a “paragraph” is to a paragraph of this Annex.
4. Other definitions that appear only in this Annex have the meanings set out below:

## **1 Introduction and definitions**

- 1.1 These terms and conditions ("Conditions") shall govern the agreement between Bellcom Communications Limited ("us" or "we") and the individual or organisation applying for the provision of the Goods or Services ("you").
- 1.2 Our correspondence address is 199 Godstone Road, Whyteleafe, Surrey, CR3 0EL
- 1.3 You can contact us by email on [team@bellcom.org](mailto:team@bellcom.org) or telephone 0203 393 0000
- 1.4 We explain in the headings what each clause covers. These headings are for guidance only and are not intended to be legally binding.
- 1.5 These Conditions take precedence if inconsistent with the material on our Website.
- 1.6 The following have particular meanings in these Conditions:
  1. "Acceptable Use Policy" means our guidelines for acceptable use which may be amended from time to time;
  2. "Data" includes information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form;
  3. "Minimum Period" means the charges and fees levied by Bellcom to You for the supply of Services for an initial period of time starting from the Start Date for the relevant Bellcom Service. These charges apply regardless of whether you terminate the Agreement prior to the expiration of that period and they will continue to accrue and be owed by You for the remainder of the period;
  4. "Personal Data" means Data about any identified or identifiable living person;
  5. "Start Date" means when either (i) We have sent you confirmation by email that we have activated the Service(s) or (ii) when You first start to use the Service(s), whichever of these happens first; and
  6. "Website" means our web presence at [www.bellcom.org](http://www.bellcom.org) (including any associated website, web-page, or sub-page of the Bellcom platform) and other locations at which we advertise from time to time.

## **2 Changes to these conditions**

- 2.1 We reserve the right, on giving prior notice, of at least 15 working days, to alter these Conditions at any time (including altering our Acceptable Use Policy and other policies).
- 2.2 Any renewal of the Services will in any event be subject to our then current Conditions.

## **3 Services**

- 3.1 We will supply the Services with reasonable skill and care.
- 3.2 However, we do not guarantee:
  - 3.2.1 that the Services will be uninterrupted, secure or error-free; or
  - 3.2.2 that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.

3.3 We do not provide a back-up of your Data or guarantee the integrity of your Data; however, we will use our reasonable endeavours to provide copies of Data for disaster recovery purposes.

3.4 We may have to suspend the Services for repair, maintenance or improvement without prior notice. If so, we will restore them as quickly as is reasonably practicable.

3.5 Specific Conditions on the Provision of Telephony Services and Emergency Calls

By purchasing our Digital Voice Telephony Services (VoIP) you confirm that you understand that our services:

4.1 may not offer all of the features you may expect from a conventional phone line;

4.2 may sometimes be unavailable as a result of things over which we have no control; for example, the weather, power disruptions and failures of your Internet service provider (ISP) or broadband connection and you understand that in such circumstances all services (including 999/112 public emergency call services) will also be unavailable.

4.3 Where you use Bellcom Digital Voice Goods and Services not in conjunction with Bellcom broadband Goods and Services (this typically being a router and broadband connection), there may be a greater likelihood of connectivity problems. These problems may affect quality of service, as well as reliability and robustness of service available via your Bellcom Digital Voice package.

4.4 Connectivity to the public emergency services is subject to 4.2 above and, the phone number and location details will be provided only to the extent that is technically feasible. As a result, you may have to provide your location information and phone number verbally to the operator.

4.5 Where you use your Bellcom Digital Voice service outside of mainland England, Wales, Scotland and Northern Ireland, you may not be connected to the domestic emergency services upon dialling the appropriate emergency number.

4.6 For each Bellcom Digital Voice extension or trunk that you utilise, you must register with Us the physical location where you will be using the Service. Your initial location will be registered as a part of subscribing to Bellcom Digital Voice Services. It is your responsibility to maintain the accuracy of your location address if there are any changes. If you do not update us with changes, it may or may not be possible for emergency operators and authorities to identify your location and phone number when you dial 999/112. When you dial 999/112 you will need to state your location and phone number promptly and clearly, as emergency operators and authorities may not have this information.

4.7 Emergency operators and authorities may or may not be able to identify your phone number in order to call You back if the call is unable to be completed, is dropped or disconnected, or if You are unable to speak to tell them your phone number and/or if the Service is not operational for any reason. Emergency operators and authorities may also not be able to hold your line open in the event that you hang up.

4.8 You agree to inform potential users of the Services of the above limitations and You understand and accept that you should always have an alternative means of accessing 999/112 emergency services.

4.9 If Bellcom suspends or terminates the Service You may NOT be able to dial 999/112.

## **4. Your obligations**

4.1 You must comply with our reasonable instructions and requests concerning the Services.

4.2 You must provide us with up to date contact details of one or two named representatives with whom we are authorised to deal (including email addresses) and promptly notify us of any changes. We rely on this information for various reasons including the transmission of renewal notices and other important information concerning the Services.

4.3 You must comply with our Acceptable Use Policy and bring it to the attention of your authorised users.

4.4 There is a risk that Data generated, stored, transmitted or used via or in connection with the Services may be irretrievably damaged or lost if there is a fault or on suspension or termination. You must frequently back-up all such Data that you wish to save.

## **5. Restrictions**

- 5.1 You must refrain from transferring any illegal material or engage in unlawful activities via your use of the Services.
- 5.2 You must refrain from sending menacing, offensive, defamatory, obscene, indecent or abusive messages or telephone calls whilst using the Services.
- 5.3 You must not use or permit the usage of the Services in a manner that is inconsistent with any and all applicable laws and regulations.
- 5.4 You must not make available or upload Data via your use of the Services that contain a virus, worm, trojan or other malicious Data or download any disabling or harmful devices.
- 5.5 You must not use the Services to send bulk unsolicited commercial emails or telephone calls.
- 5.6 You warrant that your use of the Services will not infringe any third-party intellectual property or other rights.
- 5.7 You must not embark on any course of action, whether by use of your website, telephone or any other means, which may cause a disproportionate level of activity (for example, causing mail bombs, denial of service attacks or encouraging large numbers of inbound phone calls) without providing us at least seven day's prior notice in writing. If you give notice or we otherwise become aware of such disproportionate use we may:
- 5.7.1 move your service to a dedicated service and charge the then appropriate rate
- 5.7.2 terminate some or all of the Services forthwith.

## **6. Duration and termination**

- 6.1 All Digital Voice Services are licensed and not sold.
- 6.2 Licenses granted on an annual subscription basis and expire at the end of the applicable subscription period. All licences will automatically renew on each anniversary unless Bellcom Communications have been informed, in writing, no less than 30 working days prior to the expiry of the current subscription period.
- 6.3 All licenses will be subject to initial minimum periods of 36 months and shall continue thereafter unless and until terminated in accordance with clause 6.2
- 6.4 Subject to clause 6.2, either party may terminate this agreement (as regards some or all of the Services) at any time for any reason by giving to the other 30 days written notice.
- 6.5 We may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice:
- 6.5.1 if you breach any the terms and obligations under these Conditions and, if remediable, having received from us a written notice stating the intention to terminate these conditions if not remedied, fail to remedy the breach within 14 days;
- 6.5.2 if you are subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal or you enter into any arrangement or composition with your or for your creditors or a receiver or liquidator or trustee in bankruptcy is appointed over you or any of your assets or any similar circumstances; or
- 6.5.3 if we are required to do so by a competent or regulatory authority.
- 6.6 On termination of this agreement or suspension of Services for any reason:
- 6.6.1 we will immediately stop supplying, and will terminate access to, the relevant Services. This may involve irretrievable damage to, or loss of Data generated, stored, transmitted or used via or in connection with the Services and / or we may destroy any such Data;
- 6.6.2 all licenses granted by us to you will terminate.
- 6.6.3 any fees due remain payable and, if already paid, will be non-refundable unless you have cancelled this agreement in accordance with clauses 6.2 and 6.3
- 6.6.4 your accrued rights and liabilities will be unaffected.