

INTRODUCTION

Your agreement is with D R Communications Ltd company number 5042330, whose registered office is at 10 Kingsclere Business Park Kingsclere Newbury RG20 4SW (“**DRC**” or the “**Company**”, “**we**”, “**us**”, “**our**”), and comprises of these General Terms & Conditions, together with the Customer Order (whether submitted physically or electronically), Airtime Agreement and any relevant Product Terms. To the extent that there is any conflict between 1) the Airtime Agreement, 2) the Customer Order, 3) the Product Terms and 4) these General Terms & Conditions, that shall be the order of precedence together the “**Contract**”. These Terms & Conditions may be reviewed on a regular basis and may be subject to change at any time, always with the written agreement of both parties, by means of an amendment to the Contract. By entering into the Contract, the Customer confirms that it is contracting as a business customer and not a consumer.

DEFINITIONS

Acceptable Use Policy means DRC’s policy for the use of the services as revised by DRC from time to time, the copy being current is in Appendix 1 to these General Terms & Conditions

Airtime Agreement refers to the agreement between the Customer and the relevant network provider

Applicable Law means the laws of England and Wales and any other laws and regulations that apply to providing or receiving Goods and/or Services

Authorised Contacts means individuals authorised to act on behalf of the Customer in relation to the Service

BT means British Telecommunications plc

Business Day is a day other than a Saturday, Sunday, or UK public holiday

Charges the fees and charges payable to DRC in relation to the Goods and/or Services provided by DRC

Client Review refers to an in-commitment review between DRC and the Customer, which discusses the Customer’s Airtime Agreement and contract with the Company

Customer (“**you**” or “**your**” thereafter) means any person, company, firm, body, association or organisation that partakes in services from the Company, as specifically identified on the Order Forms

Customer Order means any order placed by the Customer directly with DRC for the supply of Goods or Services. For the avoidance of doubt, such definition excludes any order placed by the Customer directly with a Provider

Data Protection Legislation the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR or the Data Protection Act 1998

Downward Migrate refers to a change in tariff, by Customer request, which reduces the amount of monthly line rental payable by the Customer

Equipment the equipment detailed on the Order Form or in a Goods Schedule which is intended for use with the services offered by DRC

Funding refers to the amount allocated to the Customer at the absolute discretion of the Company; taking into account any connections, tariffs and the Minimum Term the Customer agrees to under the Airtime Agreement

Funding Account an account recording the Funding available to the Customer pursuant to Clause 6

Funding Recovery Charge the charge payable by the Customer to DRC calculated in accordance with Clause 6.6

Goods refers to any physical product, which for the avoidance of doubt can be some Equipment, supplied, or procured to be supplied, to the Customer by the Company under the Contract

Minimum Term will be the term stated on the Airtime Agreement or Customer Order

Network Services are services that may be provided directly from a network operator

Order Form means the document used and entered into by the parties to record and agree an order for Goods and/or Services by the Customer from the Company

Product Terms any terms specifically related to a specific product

Provider the third-party provider of the Network Services to the Customer as identified on the Order Form

Schedule a document that details planned future ordering activity on a Customer Account

Services will have the meaning given to it in each separate Order Form

Supervisory Authority means any local, national, or multi-national agency, department, official, parliament, public, or statutory person, or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection legislation

Telecommunications Network transmission systems enabling information to be transmitted in analogue or digital form between various different sites by means of electromagnetic or optical signals. Typical examples of telecommunications networks are the telephone landline network, the mobile network, or the internet

1. PROVISION OF SERVICES

- 1.1. DRC agrees to use reasonable endeavours to provide the Services to the Customer on the terms and conditions of this agreement provided that DRC has accepted the Customer Order.
- 1.2. The Minimum Term for each Service commences on the date of the initial connection for that Service. This Agreement will continue after the expiry of the Minimum Term unless and until terminated in accordance with Clause 16.
- 1.3. The Services are supplied subject to all limitations of the Telecommunications Network including the risk of any imposed legislation.
- 1.4. Where the Customer’s name or if applicable, company registered number on the Order Form is incorrect or incomplete, the Customer agrees that DRC may treat as being the Customer the individual or organisation that paid the initial Charges for the Services.
- 1.5. All details specified in the proposal document, Order Form and Data Capture form (where appropriate) are based on information supplied by

you and / or collected during a site survey (remote or onsite) and may be subject to amendment in accordance with clauses 1.6 to 1.10 below. It is the Customer’s responsibility to ensure that all information provided is accurate, as this will form the basis of our contract with you.

- 1.6. We and / or our subcontractors may conduct surveys to clarify whether the Service, Equipment, Installation Fee or Service Fee need amending.
- 1.7. Where we determine that amendments are required, we will submit to you a replacement proposal document and Order Form reflecting any such changes. If the replacement Contract Order is agreed by you in writing, the replacement Service Agreement will immediately supersede the original. If you do not agree to the changes, the original Service Agreement will be cancelled by us.
- 1.8. Following the completion of the surveys, we will confirm to you when the Service will commence.
- 1.9. Where an appointment is made for us or our subcontractors to visit your site, including for the purposes of a site survey or for installation, and the visit cannot successfully be completed due to:
 - 1.9.1. The inability of us through no fault of our own to complete the work;
 - 1.9.2. The inability of us to gain access to the site or sites or any part thereof that is necessary for the work;
 - 1.9.3. The appointment is broken by you;
 - 1.9.4. Your failure to prepare the site in accordance with any preparatory instructions we may have given you
- 1.10. We will charge you with our standard aborted visit charge which may be applicable at the time. Rescheduled appointments following an aborted visit will be subject to new lead times and will be confirmed to you at the time.
- 1.11. Where we agree you may use/supply your own equipment for any part of the service then you agree that all responsibility and liability for such equipment remains with you. Should we or our subcontractor visit your Site due to a fault which is later found to be caused by equipment not provided by us then we will charge you for such site visit and any additional costs incurred as a direct result.
- 1.12. The Customer acknowledges and agrees that DRC may facilitate entry into an Airtime Agreement between the Customer and the Network Provider but is not a party to it and has no liability to the Customer in relation to it or any breach of it by the Network Provider. The Network Services shall be left to be supplied by the Network Provider.
- 1.13. Services provided by DRC shall be deemed to be separate from, and ancillary to the Network Services.
- 1.14. DRC will provide the Service in all material respects in accordance with the relevant Schedule (if any) and with the care and skill that would reasonably be expected in the circumstances by a respected provider of such telecommunications and Customer management related Service. DRC shall take steps to ensure that the Service is reasonably fault-free and reasonably uninterrupted, but it is not a condition of the Contract, nor does DRC warrant or guarantee, that the Service will be uninterrupted, secure, and error-free.
- 1.15. You agree that we, any network provider and our hardware suppliers can process your organisation’s information, which we collect or which you submit to us during any sales or registration process, for a number of purposes, including to open and manage an account for you, for security and emergency service support, for credit-checking and fraud prevention, and for product analysis and direct marketing as set out in our Privacy Notice.
- 1.16. Where we agree to renew your contract during the Minimum Term, unless otherwise agreed with you in writing, the duration of the new Agreement for each individual connection will commence on the day after the expiry of the current Minimum Term on each connection.
- 1.17. We shall allocate telephone numbers to you which you shall only use to access the Services. We may reallocate or change such numbers as a result of changes in applicable law or instructions from any regulatory authorities, but will exercise all reasonable endeavours to minimise any disruption to you. We may withdraw telephone numbers that have been allocated to you as a result of your failure to comply with this Agreement.
- 1.18. You accept that you do not own the number(s) provided to you. Therefore you have no right to sell or agree to transfer the number(s) provided to you. You do have the right to request to migrate numbers to another provider subject to your remaining contractual obligations contained within this Agreement.
- 1.19. Once you are connected and activated, we shall use reasonable endeavours to provide you with the Services and ensure the security of your communications at all times. However, due to the nature of communications technology, it is impossible to guarantee a fault-free

service and it is always possible that the quality or coverage may be affected at times.

- 1.20. With regards to mobile services, we shall use reasonable endeavours to give you access to Overseas Networks; however, we shall not be responsible for the performance of Overseas Networks, or any part of the network not controlled by us.
- 1.21. We may:
 - 1.21.1. Change or withdraw some, or part of the Services from time to time, which, in relation to back-office Services we warranty, shall not impact your customer experience. This may be because of changing technologies, obsolescence, new or different product features, changing content providers, or the need to remove, replace or modify content; and
 - 1.21.2. Determine or change how Services are presented and delivered to the equipment or are otherwise made available to you.
- 1.22. Where we provide you with any usage alerts, you accept that these are on a reasonable endeavours basis and that we have no liability should we, for any reason, fail to send or be late in sending you or you fail to receive for any reason such usage alert and you agree you will remain liable for all usage costs incurred whether we alerted you to such usage or not.
- 1.23. Where you opt in to an international roaming bolt on you accept you are agreeing to opt out of any automatic barring and agree to pay for all roamed usage outside of any bundle allowance.
- 1.24. Where you opt to take any automatic top up bundle, you accept there will be no limit to the number of times the bundle will auto top up and you agree you will be liable for all automatic top up Service Charges.

2. ADDITIONAL CUSTOMER ORDERS

- 2.1. By agreement with DRC, the Customer may provide DRC with the names, email addresses and telephone numbers of those individuals who are authorised by the Customer to make, and from whom DRC may accept, Customer Orders for additional Network Services, Goods, and Services.
- 2.2. The Customer may, at any time, and giving not less than 2 Business Days' written notice, notify DRC of any changes to the individuals authorised under Clause 2. Such notification or withdrawal shall not affect the validity of any action taken by DRC prior to expiry of the relevant notice.

3. GOODS – ORDERING AND DELIVERY

- 3.1. The Customer is responsible for ensuring that the Goods are correct and appropriate for the Customer's intended use and requirements.
- 3.2. DRC shall deliver the Goods to the Shipping Address as detailed on the Order Form.
- 3.3. Any lead times or dates quoted for delivery are approximate only and time is not of the essence. The Goods may be delivered by DRC in advance of any dates quoted for their delivery.
- 3.4. Delivery of the Goods shall be completed on the arrival of the Goods at the Shipping Address. The Customer will inspect the Goods once delivered and is under obligation to report any discrepancies between the Goods ordered and the Goods delivered to DRC within 1 Business Day.
- 3.5. Delays in the delivery of Goods shall not entitle the Customer to:
 - 3.5.1. Refuse to take delivery of the Goods; or
 - 3.5.2. Claim damages; or
 - 3.5.3. Terminate all or part of the Contract.
- 3.6. Prices for Equipment are at the discretion of the Company, who reserve the right to revise prices, limit quantities, or correct errors in its documentation and refuse Customer Orders.
- 3.7. The Customer acknowledges that such factors may change before a Customer Order is placed but will not affect any Customer Orders already accepted by the Company, unless an error in pricing has been made by the Company.
- 3.8. If the Company has made an error in the price of Equipment, they will inform the Customer as soon as possible; DRC will ask the Customer whether they wish for the Customer Order to go ahead at the correct price. DRC is not obliged to fulfil a Customer Order that was advertised with an incorrect price.
- 3.9. DRC shall only fulfil a customer order requested using a Customer purchase order.
- 3.10. Mobile SIM cards shall remain the property of DRC and you shall be entitled to use the SIM cards (including any software they contain) provided for use with the Services only.

4. WARRANTIES, REPLACEMENTS AND RETURN OF GOODS

- 4.1. The Goods, where new, are provided with the benefit of the manufacturer's warranty. Details of the manufacturer's warranty are set out on the manufacturer's website or in the user guide relating to the Goods, including but not limited to a specific warranty period.
- 4.2. Where Equipment supplied to the Customer is or becomes faulty during the manufacturer's warranty period and for a reason covered by the manufacturer's warranty (which excludes the Customer's acts, omissions, or misuse):

- 4.2.1. The Customer should report the fault to DRC's support team on 01256 895895.
- 4.2.2. The Customer must re-package the faulty Equipment and ensure that such Equipment and all original accessories are returned to DRC at the Customer's cost and risk by such post shall ensure sufficient insurance to cover the value of the Equipment to DRC, 10 Kingsclere Business Park, Nr Newbury, Berkshire, RG20 4SW (or as otherwise directed by DRC).
- 4.2.3. DRC shall inspect the Equipment and may return it to the manufacturer. DRC shall at its sole discretion and subject to its inspection, choose to either:
 - 4.2.3.1. provide replacement Equipment subject to Clause 4.3; or
 - 4.2.3.2. refund such sum as DRC reasonably considers to be the market value of the faulty Equipment
- 4.3. The Customer acknowledges that, where it is determined (either by DRC or the manufacturer) that the fault is not covered by the manufacturer's warranty, the Customer remains liable for any sums outstanding in respect of such items of Equipment.
- 4.4. The Customer acknowledges and accepts that it is solely responsible for ensuring the backup of any important or confidential data stored on the Equipment prior to its return to DRC and the Customer agrees that DRC will not be liable if any such data is lost or corrupted during any process detailed in Clause 4.
- 4.5. Notwithstanding the provisions of Clause 4, no liability will be accepted under any warranty where any Customer invoice is overdue.

5. RISK AND RETENTION OF TITLE

- 5.1. The risk in the Goods shall pass to the Customer on delivery.
- 5.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of the Contract, legal and beneficial title of the Goods shall not pass to the Customer until:
 - 5.2.1. In respect of Goods for which DRC has invoiced the Customer, DRC has received payment in full (in cleared funds) for those Goods; or
 - 5.2.2. In respect of Goods which DRC has provided or paid for (in whole or part) by way of Funding:
 - 5.2.2.1. The Provider has received payment in full (in cleared funds) of all sums due from the Customer under the Airtime Agreement in respect of the Minimum Term; and
 - 5.2.2.2. Where applicable, DRC has received payment in full for any Funding Recovery Charge
- 5.3. Until title to the Goods has passed to the Customer, the Customer shall:
 - 5.3.1. Keep accurate records of the location or keeper of the Goods;
 - 5.3.2. Maintain the Goods in a satisfactory condition and in accordance with the relevant manufacturer's warranty;
 - 5.3.3. Keep them insured against all risks for their full replacement value from the date of delivery or, at the Customer's entire discretion, assume self-insurance for such Goods and values.
- 5.4. The Customer shall at all times ensure that any parties that seek to assert any right or Claim against the Customer are made fully aware that the Goods are subject to reservation or title by DRC and that the Goods are not the property of the Customer.

6. FUNDING

- 6.1. In addition to the provisions set out in these General Terms & Conditions, Funding is subject to the terms and conditions set out elsewhere in the Contract, including but not limited to the Order Form.
- 6.2. Funding accrues to the Customer's Funding Account in equal quarterly amounts at the end of each completed quarter of the Minimum Term. The Funding amount is available for hardware and mobile services supplied by DRC.
- 6.3. Notwithstanding Clause 6.2, if DRC allows the Customer to draw down Funding in excess of the amount standing in the Funding account:
 - 6.3.1. The amount and availability date of any such draw down must be agreed in writing;
 - 6.3.2. The Customer's Funding account will be overdrawn as against the pro-rata entitlement as detailed in Clause 6.2 and the balance of any Funding will only become available when a sufficient number of quarters has passed and the Customer's Funding account is back in credit.
 - 6.3.3. If the Customer's Airtime Agreement is terminated in circumstances where the Provider determines that the customer is not required to comply with its payment obligations, the Customer shall repay to DRC any Funding that has been drawn down in excess of the accrued credits.
- 6.4. DRC reserves the right to withhold payment or release of any Funding should the Customer fall into arrears under the Airtime Agreement, or under any contract between DRC and the Customer.
- 6.5. Funding credits will stop upon termination of the contract, or be reduced proportionately if one or more numbers that were part of the original contract are terminated, or moved from the original account.

- 6.6. In the event that a customer ceases a contractual arrangement with a Provider of the Company and there is unused fund on the Funding Account, the Company reserves the right to remove that unused fund after a period of 6 months.
- 6.7. The Customer shall pay a Funding Recovery Charge in the following circumstances:
- 6.7.1. Where the Airtime Agreement is terminated before expiry of the Minimum Term; and
- 6.7.2. There is an overdrawn balance in the Funding Account.

In the case of 6.5.1 and 6.5.2 the Funding Recovery Charge shall be the sum equal to the amount of the overdrawn balance.

- 6.7.3. Where a Minimum Spend has been agreed; and
- 6.7.4. The Customer has failed to achieve the Minimum Spend by the expiry of the Minimum Term or earlier termination of the Airtime Agreement.

In the case of 6.6.3 and 6.6.4 the Funding Recovery Charge shall be the sum equal to the difference between the Minimum Spend and the Actual Spend.

7. CHARGES & PAYMENT

- 7.1. The Customer will pay and is responsible for the Charges, whether the Service is used by the Customer or someone else. This includes all Charges resulting from unauthorised or fraudulent use. The Customer will not be entitled to any reduction in Charges if it does not use all or any part of the Service.
- 7.2. Fixed Charges (such as line rental) are invoiced in advance and variable charges (such as usage) are invoiced in arrears.
- 7.3. Where you use a call forwarding feature on any of our Services, you agree and accept that such forwarded calls will be chargeable at the rate applicable on your tariff at the time.
- 7.4. DRC shall invoice the Customer on or at any time after acceptance of the Customer Order, delivery of the Goods and / or the provision of Service or as otherwise specified on a particular Order Form.
- 7.5. All payments shall be due 14 calendar days from the date of invoices.
- 7.6. The Customer will pay all Charges by direct debit, unless DRC agrees otherwise. In the event that a Customer is unwilling or unable to pay by DRC's chosen automated means, or such automated means are not set up or fail for any reason before DRC invoices the Customer, an additional administration charge shall be levied for each invoice paid by another method. Administration charges may also be added by DRC for any Direct Debit returned by the bank as unpaid.
- 7.7. Where third-party debt collection services are used, overdue payments will be subject to additional commission payments levied by the debt collection agency.
- 7.8. Payment shall be made on or before the due date for payment, as detailed on each invoice.
- 7.9. All Charges are exclusive of any applicable Value Added Tax, which will be additionally payable at the applicable rate(s).
- 7.10. Payment should be made up front for all Equipment prior to DRC placing the Customer Order, in full and in cleared funds.
- 7.11. DRC may credit check the Customer from time to time to determine the credit limit on the Customer's account. If DRC is not satisfied as to the creditworthiness of the Customer, it may notify the Customer that no further credit will be allowed.
- 7.12. The Customer is not entitled to change tariff to another tariff with a lower monthly fixed charge during the Minimum Term.
- 7.13. If the Customer does upgrade or change its tariff before the end of the initial Minimum Term, the Customer acknowledges and agrees that it must extend the agreement by a further Minimum Period.
- 7.14. Without limiting any other right or remedy to DRC, if the Customer fails to make any payment due to DRC under the Contract by the relevant due date for payment, DRC shall be entitled to:
- 7.14.1. Cancel any Customer Order or suspend any further provision of Goods and Services to the Customer;
- 7.14.2. Restrict or suspend the Service as set out in Clause 10;
- 7.14.3. Suspend payment of any Funding; and
- 7.14.4. Charge interest on the overdue amount at the rate of the then current Bank of England base rate, plus 3%, accruing on a daily basis from the Due Date until the date of actual payment.
- 7.15. In the event that the Customer disputes the amount of an invoice:
- 7.15.1. The Customer shall pay the undisputed portion of the invoice;
- 7.15.2. The Customer shall notify accounts@drc.ltd within 10 Business Days of the date of the invoice providing details of:
- 7.15.2.1. The nature of the dispute;
- 7.15.2.2. The amount in dispute; and
- 7.15.2.3. Any evidence to support the undisputed amount.
- 7.15.3. If DRC can demonstrate that the invoice is correct, DRC shall be entitled to charge interest in accordance with Clause 7.5.3 and;
- 7.15.4. If DRC determines that the disputed invoice is incorrect DRC shall issue a corrected version of the invoice and either issue a credit

note for the difference or, if so agreed between the parties, credit such disputed invoice in full and re-invoice correctly.

- 7.16. DRC may impose charges in the following circumstances brought about by a Customer request for:
- 7.16.1. Change to a service configuration such as (but not limited to) change of call routing configuration, upload of new audios and change to Service features;
- 7.16.2. Transfer of any telephone number to another Provider (minimum charge £50 for up to 5 numbers).
- 7.16.3. Service modification charge - £50
- 7.16.4. Service reactivation charge - £50
- 7.16.5. Service cease / transfer charge - £50
- 7.16.6. Router reconfiguration charge - £75
- 7.16.7. No fault found charge / fault on customer premise or hardware - £125
- 7.16.8. Engineer site visit charges – if Openreach attend the site and the fault is found to be within the customer premise then charges start at £135 for the first hour and then further charges may apply for any hardware required for the fault to be resolved.
- 7.16.9. Porting charges – Port Order Rejection - £16.88 per rejection
- 7.16.10. Porting charges – Porting Date Change - £32.82 per change
- 7.16.11. Porting charges – Port Order Cancellation - £16.88 per port
- 7.16.12. All charges are exclusive of VAT.
- 7.17. Due to the nature of roamed usage, this may be invoiced to you several months in arrears and there shall be no time restriction on the invoicing of such usage and standard payment terms shall apply to these Service Charges.

8. CALL LIMIT, DEPOSIT & PART PAYMENT

- 8.1. DRC may set a limit on the number of Charges a Customer may incur during each calendar month and/or a maximum number of active connections and / or a bar on SIM cards being used on overseas networks or for making international calls or premium rate calls, which we refer to as a call limit. DRC may agree to increase or remove the call limit after making credit checks. The Customer may be able to go over your call limit, but if this happens you shall be required to pay all charges immediately. DRC reserves the right to refuse to provide Equipment and / or Services to you if in DRC's opinion it may cause you to exceed your call limit or if the call limit is already exceeded.
- 8.2. DRC may ask you for a deposit:
- 8.2.1. When we connect your Service
- 8.2.2. If you wish to increase or remove your call limit
- 8.2.3. If you increase how much you use the Service; or
- 8.2.4. To unblock your Service from contacting international numbers, using overseas networks or making premium rate calls.
- 8.3. When this Agreement expires or is terminated for whatever reason, DRC will repay any deposit that you have provided to us, less any money you owe. DRC will not pay any interest on any deposit we receive from you.

9. EMERGENCY SERVICES CALLING AND HOSTED TELEPHONY

- 9.1. The Service supports 999/112 public emergency call services, and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line services and emergency call services may not be possible in the event of a service outage caused by loss of connection to the internet for whatever reason. In such circumstances you should use a separate line to make the emergency call. Furthermore, it may not be possible for the emergency services personnel to identify your location and telephone number so this information should be stated promptly and clearly by you when making such a call.
- 9.2. If you have an IP Telephony Service and move location, it is your responsibility to notify us of a change of address where the relevant equipment will be housed so that the correct information can be supplied for Emergency Authority purposes. We are not liable for any consequences of your failure to do this.

10. CUSTOMER OBLIGATIONS

- 10.1. The Customer shall:
- 10.1.1. Ensure that each Order Form is complete and accurate;
- 10.1.2. Co-operate with DRC in all matters relating to the Goods and Services;
- 10.1.3. Follow all reasonable instructions from DRC in connection with the Services;
- 10.1.4. Provide DRC with such information as DRC may reasonably require to supply the Services and ensure that such information is accurate in all material respects;
- 10.1.5. Provide the names and contact details of the Authorised Contacts (and agree levels of authority), but DRC may also accept instructions from a person who DRC reasonably believes is acting with the Customer's authority;
- 10.1.6. Authorise DRC to act on its behalf in all dealings with third parties in connection with any matter that enables DRC to provide the Customer with Services;

- 10.1.7. Keep all usernames, passwords, and other security information secure (and change these and comply with other directions as DRC considers necessary for security purposes);
- 10.1.8. Pay DRC's charges under this Agreement on or before the due date without set off or deduction.
- 10.1.9. Ensure insofar as possible that the Goods or Services are not used in any unlawful, improper or damaging manner;
- 10.1.10. Indemnify and hold harmless DRC against all liabilities, claims, damages, losses, costs, and proceedings howsoever arising from any improper use of the Goods or Services or any other breach of the Agreement; and
- 10.1.11. Agree that the Company may record calls made to the Company for training purposes and improve the levels of customer service.
- 10.2. The Customer shall not use the Services in any way which would:
 - 10.2.1. Contravene the Acceptable Use Policy (where applicable).
 - 10.2.2. Compromise the security of the Equipment or other systems, including by introducing viruses or failing to employ appropriate security measures.
 - 10.2.3. It is your responsibility to ensure that signing a contract with us does not breach any existing contractual obligations you may have with any other suppliers and you should give any other suppliers notice as may be required by them. We are not responsible or liable for any costs that may arise from any such breach of contract or your failure to give the correct notice.
 - 10.2.4. It is your responsibility to ensure you have adequate resilience in place to protect against any loss of data, service or connectivity; this includes a separate power supply for IP phones.
- 10.3. The Customer warrants that SIM cards are only used with our authorisation and the Customer will inform us as soon as practicable after you become aware that a SIM card is lost, stolen or damaged. The Customer shall be liable for any loss or damage suffered by You as a result of unauthorised use of SIM cards (including due to loss or theft) up until the time that you have notified us that such a SIM card is being used without your authorisation. Following such notification, the SIM card will be barred for all usage but we are unable to bar the equipment itself. You will be liable for all costs until such time that you request the bar to be placed.
- 10.4. In the case of IoT UK SIMs, roaming is not permitted outside of the UK with the Service or any part thereof. If the Customer does roam with the Service, then the following shall apply:
 - 10.4.1. Additional charges may be applicable;
 - 10.4.2. If DRC becomes aware of roaming activity by the Customer, we may notify you that roaming is not permitted and that the roaming activity must cease; and
 - 10.4.3. If there is persistent roaming activity from the Customer, then DRC reserves the right to take action to remedy this breach, including but not limited to, the termination of the Connection, or Service as necessary.
- 10.5. Where your lines are transferred to us on a like for like basis, you agree to pay for any additional services which may exist on your lines that you may not have made us aware of at the time of ordering regardless of when these services are billed to DRC by the underlying supplier (including but not limited to telephone book entries that are billed to us annually by BT)
- 10.6. Where you take a Service which includes call recording of inbound and / or outbound calls, you accept that it is your responsibility to ensure you are fully compliant before recording any calls. DRC shall have no liability for any costs or claims incurred by you as a result of any failure to comply with any legal requirements whether or not you were aware of the requirement.
- 10.7. Where you take a Service that allows you to upload music files for a music on hold feature, you agree to obtain any necessary licences and consents and agree to indemnify us from any direct or indirect claims where you fail to do so.
- 10.8. Except as expressly set forth in this Agreement, the Customer shall not have the right or the power to assign, in whole or in part, any of its rights, or delegate the performance of any of its obligations under this Agreement without the prior written consent of us, which consent will not be unreasonably withheld, conditioned, or delayed, and any assignment or delegation of this Agreement or any of such rights or obligations without such authorisation shall be void and of no effect.
- 10.9. Any permitted assignment or delegation hereunder shall not relieve the Customer of any of its obligations under this Agreement (whether by operation of law or otherwise), unless, with respect to an assignment to a Third Party, such assignee agrees in writing to assume the Customer's obligations under this Agreement, in which case such Party shall be relieved of its obligations hereunder from and after the effective date of such assignment and assumption.

11. PROVISION OF DRC OUT OF HOURS SERVICE

- 11.1. Our standard support hours are Monday to Friday between 9am and 5pm, excluding all bank holidays.

- 11.2. Customers may choose to subscribe to our 24/7 support service for an additional fee.
- 11.3. Whilst the Company will make every reasonable endeavour to respond to all calls within a two hour SLA, we are unable to guarantee this will always be the case.
- 11.4. The out of hours emergency line is reserved for outages only. An outage is deemed as the following:
 - 11.4.1. Users at a hosted site are unable to make or receive calls;
 - 11.4.2. An outage on a DIA Leased Line connection;
 - 11.4.3. An outage on a PSTN Line with Care Level 4;
 - 11.4.4. An outage on a broadband connection with enhanced care in place;
 - 11.4.5. The inability to receive calls via a virtual inbound number.
- 11.5. We reserve the right to charge £50+VAT for calls which do not qualify as an outage, or where the fault is not part of DRC-supplied equipment.

12. LIABILITY

- 12.1. Without prejudice to Clause 10:
 - 12.1.1. Neither party shall be liable under any circumstances to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - 12.1.1.1. Any loss of profits, sales, business or revenue;
 - 12.1.1.2. Loss or corruption of data, information, or software;
 - 12.1.1.3. Loss of Business opportunity;
 - 12.1.1.4. Loss of anticipated savings;
 - 12.1.1.5. Loss or damage to goodwill; or
 - 12.1.1.6. Any indirect or consequential loss; and
 - 12.1.2. DRC's total liability to the Customer arising in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 200% of the amount paid by the Customer to DRC under the Contract as at the date the loss arose.
- 12.2. DRC shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of DRC's obligations if the delay or failure was due to any cause beyond DRC's reasonable control.
- 12.3. Nothing in these Conditions excludes or limits the liability of a party for:
 - 12.3.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 12.3.2. Fraud or fraudulent misrepresentation; or
 - 12.3.3. Any other matter for which it would be unenforceable or invalid to seek to limit or exclude liability.
- 12.4. Your use of our services is entirely at your own risk. We will not be liable for any loss or damage arising from any virus, trojan horse, spam or any other malicious content you may receive when using our services that are connected to the public network, notwithstanding that there may be a firewall contained in equipment supplied in connection with business connectivity services.
- 12.5. It is the customer's responsibility to protect themselves against toll fraud. DRC cannot be held responsible for any instance of Toll Fraud / hacking that may occur.
- 12.6. To the extent that Goods or Services are provided by a third party:
 - 12.6.1. Notwithstanding the provisions of Clause 4, the Customer acknowledges that it must rely entirely on the guarantees and warranties which may be given by the third-party manufacturer, software or service provider, which DRC will endeavour to pass on to the Customer;
 - 12.6.2. DRC's liability will be limited to such sums as it recovers from the relevant Provider; and
 - 12.6.3. DRC's obligations shall be limited to managing the provision of such third-party services and DRC shall not be in breach of Contract to the extent that such breach was caused, or contributed to, by the act or omission of that third party.
- 12.7. This clause 12 shall survive the termination of the contract.

13. FAIR USAGE POLICY

- 13.1. All products supplied by DRC are subject to a Fair Usage Policy.
- 13.2. If we consider that your usage profile is abnormal or out of the ordinary, we have the right to take such action as we deem appropriate, which may include without limitation, restricting or suspending your use of the service, or increasing the charges you pay for the service.
- 13.3. We will make reasonable endeavours to inform you in advance if we impose any restrictions on your service.

14. REPAIRING FAULTS

- 14.1. We will investigate any fault that is reported to us according to our standard procedures for the Service in question. We will use reasonable endeavours to repair any fault that is reported to us and which is directly caused by us or our employees or agents.
- 14.2. When we agree to work on a fault outside our standard business hours, you will be liable to pay us an extra charge as set out in our tariffs in force at the time.

- 14.3. If you tell us there is a fault in the Service and we find either that there is not, or that you, someone at your premises or a third party has caused the fault, we may charge you for the work we have done to try to locate and repair the fault.
- 14.4. During any fault investigations, we may require you to carry out tests and we will require you to feed back any results of these tests to allow us to conclude our investigations.
- 14.5. Where call routing utilises IP, you acknowledge that call quality and availability can be subject to factors outside of our control e.g. bandwidth contention or quality of service (QoS). We shall not be liable in respect of any such issues.
- 14.6. You must exhaust all investigative analysis before reporting faults to the support team. Telephone number: 01256 895895 Email: support@drc.ltd
- 14.7. The support team will quote a fault reference number, which should be quoted in communications.
- 14.8. To enable timely and efficient diagnosis and resolution of all suspected faults, we require a minimum level of information from you when the problem is first reported. This includes but is not limited to:
 - 14.8.1. Contact name and details of who is reporting the fault;
 - 14.8.2. Product reference and Customer Premise details;
 - 14.8.3. Fault description;
 - 14.8.4. Where we provide equipment, details of the relevant router and all diagnostic messages displayed;
 - 14.8.5. How many users have been affected;
 - 14.8.6. Impact of the fault on your business;
 - 14.8.7. How long the fault has been active;
 - 14.8.8. Details of any tests / diagnosis you have carried out;
 - 14.8.9. Confirmation that all physical connections to the Customer Premises equipment are good, that the power supply is unaffected and that a restart of the equipment has been attempted.
- 14.9. Please note that if we are unable to get this information from you, it may not be possible for us to efficiently diagnose the fault.
- 14.10. Where a fault requires attendance at a Customer Premises during Business Hours, you will be responsible for organising appropriate access.
- 14.11. We will contact you within 48 hours of service restoration and agree the problem has been satisfactorily resolved before making a final clearance on our fault reporting system.

15. SUSPENSION OF SERVICE

- 15.1. DRC may restrict or suspend any Service:
 - 15.1.1. For any maintenance, modification, or technical failure of the Network or Service;
 - 15.1.2. To safeguard the security and integrity of the Network;
 - 15.1.3. If we reasonably believe you have provided us with false information about yourself;
 - 15.1.4. We advise you that your excessive use of the Services (as defined in fair usage policies which may be published from time to time) is causing problems for other users, and you are continuing to use the Services excessively;
 - 15.1.5. We believe your Equipment has been lost or stolen;
 - 15.1.6. We reasonably believe you have used the Services for illegal or improper purposes in contravention of our responsible use requirements;
 - 15.1.7. We receive a serious complaint against you which we believe, acting reasonably, to be genuine;
 - 15.1.8. We reasonably suspect you are using a GSM gateway;
 - 15.1.9. For any breach of your obligations under this Contract, including any failure to pay DRC pursuant to any Contract between the Customer and DRC.
 - 15.1.10. If required to do so directly or indirectly by law, the Provider or OFCOM, or any other regulatory body.
- 15.2. If DRC restricts or suspends the Service pursuant to clause 15:
 - 15.2.1. The Customer will continue to be liable to pay the Charges for the Service until the Service ends; and
 - 15.2.2. DRC may charge the Customer to start the Service again.

16. TERM AND TERMINATION

- 16.1. The Contract shall commence on the Effective Date and shall continue until:
 - 16.1.1. It is terminated in accordance with its terms; or
 - 16.1.2. DRC is no longer providing any Services to the Customer and there are no outstanding Customer Orders.
- 16.2. Following expiry of the Minimum Term, either party can terminate the Contract by giving:
 - 16.2.1. At least 90 days' Notice in respect of any Service based on hosted telephony, ethernet, DIA, EFM or EoFTTC.
 - 16.2.2. At least 30 days' notice for any other Service.
- 16.3. Without limiting its other rights or remedies, a party may terminate the Contract with immediate effect by giving Notice to the other party if:

- 16.3.1. The other party fails to pay any undisputed amount due under the Contract on the due date for payment and remains in default no less than 30 days after being notified in writing to make such payment;
- 16.3.2. The other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after being notified in writing to do so;
- 16.3.3. The other party suspends, or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- 16.3.4. The other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- 16.3.5. The other party's financial position deteriorates to such an extent that in the first-listed party's opinion, the second-listed party's capability to adequately fulfil its obligations under the Contract is placed in jeopardy.
- 16.4. On termination of all or part of the Contract for any reason:
 - 16.4.1. DRC will issue an invoice for the Customer (the "Closing Invoice") in respect of;
 - 16.4.1.1. Any Goods and Services supplied or contracted to be supplied but not yet invoiced in full; and
 - 16.4.1.2. Where applicable the Funding Recovery Charge.
 - 16.4.2. The Closing Invoice will be payable by the Customer immediately on receipt.
 - 16.4.3. Any remaining credit balance of Funding to which the Customer is entitled may be applied for within 90 days of termination in settlement of sums due at a rate of 70p in the Pound and the rest shall be forfeited;
 - 16.4.4. If you decide to port a mobile telephone number allocated to you by DRC to another mobile network, we shall release your mobile telephone numbers for your nominated mobile network operator to transfer in accordance with OFCOM regulations.
 - 16.4.5. Contracts under 24 months in duration will attract a termination fee.

17. DATA PROTECTION

- 17.1. The Customer is the Controller for the Personal Data and DRC is the Processor for the Personal Data. The Processor agrees to process the Personal Data only in accordance with Data Protection Legislation.
- 17.2. The Parties acknowledge that the Processor may process Personal Data on behalf of the Controller during the term of this Agreement.
- 17.3. To the extent that the Processor processes Personal Data on behalf of the Controller in connection with this Agreement, the Processor shall:
 - 17.3.1. Solely process the Personal Data for the purposes of fulfilling its obligations under this Agreement and in compliance with the Controller's written instructions as set out in this Agreement and as may be specified from time to time in writing by the Controller.
 - 17.3.2. Notify the Controller immediately if any instructions of the Controller relating to the processing of Personal Data are unlawful.
 - 17.3.3. Assist the Controller in ensuring compliance with the obligations set out in Articles 32 to 36 of the GDPR taking into account the nature of the data processing undertaken by the Processor and the information available to the Processor, including (without limitation):
 - 17.3.3.1. Not engage with any Sub-Processor/Sub-Contractor to carry out any processing of Personal Data without the prior written consent of the Controller (such consent not to be unreasonably withheld), provided that notwithstanding any such consent the Processor shall remain liable for compliance with all of the requirements of this Agreement including in relation to the processing of Personal Data.
- 17.4. The Processor shall ensure that any persons used by the Processor to process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data and shall ensure that only such persons used by it to provide the Services have undergone training in Data Protection and in the care and handling of Personal Data.
- 17.5. The Processor shall take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the GDPR.
- 17.6. The Processor shall promptly notify the Controller if it receives a request from a Data Subject (Data Subject Access Request) under any Data Protection Legislation in respect of Personal Data.

- 17.7. The Processor shall provide information and assistance upon request to enable the Controller to notify Data Security Breaches to the Information Commissioner and / or to affected individuals and / or to any other regulators to whom the Controller is required to notify any Data Security Breaches.
- 17.8. Upon termination of this Agreement, at the choice of the Controller, the Processor shall delete securely or return all Personal Data to the Controller and delete all existing copies of the Personal Data unless and to the extent that the Processor is required to retain copies of the Personal Data in accordance with Applicable Laws in which case the Processor shall notify the controller in writing of the Applicable Laws which require the Personal Data to be retained.
- 17.9. The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations and allow for and contribute to audits, including inspections, conducted by or on behalf of the Controller or by the Information Commissioners Office (ICO) pursuant to Article 58(1) of the GDPR.
- 17.10. The Processor shall not transfer any Personal Data outside of the European Economic Area unless the following conditions are fulfilled:
- a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer;
 - b) the Data Subject has enforceable rights and effective legal remedies;
 - c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - d) the Processor complies with reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data.
- 18. ANTI-BRIBERY**
- 18.1. Each party will comply in all respects to the Bribery Act 2010 and other Applicable Law. Each party will maintain adequate procedures designed to prevent bribery and appropriate anti-bribery and corruption policies and procedures.
- 19. FORCE MAJEURE**
- 19.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform any of its obligations under the Contract if such delay or failure results from a Force Majeure Event. This includes but is not limited to: terrorist attacks, pandemic, riots, fire, explosion, accidental damage, adverse weather conditions, power failures, non-availability of any third-party telecommunications equipment.
- 19.2. If the period of delay or non-performance continues for 2 months, the party not affected may terminate the Contract immediately by giving notice to the affected party.
- 20. CONFIDENTIALITY**
- 20.1. Each party undertakes that it shall not at any time during the Contract, and for a period of 5 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 in clause 17.
- 20.2. Each party may disclose the other party's confidential information:
- 20.2.1. 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 clause 17; and
 - 20.2.2. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 21. CHANGES TO THE CONTRACT**
- 21.1. The provisions to this clause are without prejudice to the respective rights of the parties as set out elsewhere in the Contract.
- 21.2. DRC may amend the Contract (including the Charges) at any time by either:
- 21.2.1. Publishing the amendment online at www.drcltd.co.uk/terms-and-conditions (or any other online address that DRC advises the customer of); and / or
 - 21.2.2. By giving Notice to the Customer.
- 21.3. For amendments that cause the Customer material detriment, at least 30 days before the change is to take effect and in the case of other amendments, at least 1 day before the change is to take effect.
- 21.4. In respect of a Broadband or Telephony Service only, if DRC makes any amendment to the Contract that causes the Customer material detriment, if the Customer chooses to terminate the Contract within:
- 21.4.1. 60 days of the date of notification if DRC has only published the amendment online under clause 21.2.1; or
 - 21.4.2. 30 days of the date of the Notice if DRC has given the Customer Notice under clause 21.2.2,
- the Customer will not have to pay any Termination Charges,
- save that DRC may charge the Customer the full price for any Goods and installation charges which were provided at a reduced charge or no charge.
- 21.5. DRC may amend the Charges on an annual basis in April of each year, by introducing an increase to all or any Charges by a percentage up to or equal to the UK Consumer Prices Index (CPI) rate published by the Office for National Statistics (or by any other body to which the functions of that office may be transferred) in January of that year plus 3.9%. If the CPI rate is a negative, Charges will be increased by 3.9%. If the CPI is not published for the given month, DRC may use a substituted index or index figure published for the given month. For the avoidance of doubt, an increase to the Charges under this clause 21.5 shall not be an amendment to the Contract that causes the Customer material detriment so the provisions of Clause 21.4 shall not apply.
- 21.6. No other variation of the Contract shall be effective unless it is writing and signed by the parties (or their authorised representatives).
- 22. NOTICES**
- 22.1. DRC shall address all invoices and serve any notices to the Customer pursuant to this Agreement electronically, in writing or by post to the billing address as set out in the Order Form, or any other address provided by the Customer for this purpose.
- 22.2. It is the Customer's responsibility to notify DRC of any change in the Customer's contact details and DRC shall not be liable for any loss, expense, or damage suffered or incurred by the Customer resulting from any failure by the Customer to notify DRC of any change in contact details.
- 23. GENERAL**
- 23.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by DRC or its licensors.
- 23.2. No delay or failure by DRC to exercise any of its rights under these terms and conditions or concession granted shall prevent subsequent enforcement of those rights or constitute an agreement to provide the same concession again.
- 23.3. No variation of this Agreement or waiver shall be effective unless agreed in writing by DRC.
- 23.4. DRC shall be entitled to transfer in whole or part any of its rights and obligations to any company within DRC's Group at any time.
- 23.5. The Customer may transfer in whole or part any of its rights and obligations under this Agreement to any other person or company, provided that it has obtained DRC's prior written consent to such transfer and has satisfied any reasonable conditions imposed by DRC (including credit vetting of the entity to whom the Customer intends to transfer its rights and obligations).

SUPPLEMENTARY TERMS – CONNECTIVITY SERVICES ONLY

DEFINITIONS

Unless expressly stated otherwise, terms defined elsewhere in the Agreement have the same meaning when used in this Service Schedule and the following terms shall have the following meanings:

Access Connection means a physical connection between a Customer Premises and the Company System to allow internet access.

ADSL means asymmetric digital subscriber line.

Availability means the percentage of time the service is available in an annual period commencing on the on the Service Commencement Date, or the subsequent anniversary thereof.

Backbone means the network between nodes as identified by the Company and / or any Carrier. For avoidance of doubt, it does not include by way of example without limitation physical circuits connecting Customer Premises to the Services, backhaul facilities, Customer Apparatus and Company Equipment.

CDD means the contractual delivery dates agreed with you that your Services will be delivered.

Clearance Time means the measured time period from notification of a fault until Service restoration.

Critical Fault means the total loss of service of any Service component.

DRC Support Team means our support team, which operates from 09:00 to 17:00 Monday to Friday.

EFM means Ethernet First Mile which is a copper-based Ethernet access technology which may be used to provide symmetric bandwidth Access Connections.

Excluded Event means one or more of the following:

- (a) a fault in, or any other problem associated with power or equipment, non-maintained structured cabling or other systems not operated or provided by us.
- (b) negligence, act or omission by you or any third party not within our direct control.
- (c) your failure or delay in performing any of the customer responsibilities.
- (d) service suspension or a force majeure event
- (e) the inability or refusal by a third-party supplier to provide DSL at a Customer Premises.

(f) a configuration change in the process of implementation; a planned outage, or failure to achieve service degradation targets resulting from a rate adaptive ADSL line retrain or due to performance issues, such as noise or vibrations, impacting copper access technologies supporting Asymmetric or Symmetric Access Circuits.

(g) any degradation of performance that is caused by, or for any fault in the access circuit that occurs as a result of, or in connection with technical limitations beyond our control, including any intermittent noise associated with circuits using EFM technology.

Internet Standards means the protocols and standard defined in the following documents; RFC1009, RFC1122, RFC1250 and RFC1918 (available at RFC-archive.org) and any other future protocols as appropriate.

IP means Internet Protocol

LAN means Local Area Network

Major Fault means the loss or failure of any component that affects your business in such a way that will affect Service performance but which does not cause a total loss of service.

Managed CE means any equipment provided and managed by us.

Minor Fault means any loss or failure which does not affect Service performance.

NTE means the equipment we provide on which the local access circuit is terminated.

Planned Maintenance means a time and date we advise you of, for us to perform maintenance which is not expected to affect your Service but which may carry a risk thereto.

PA means Provider aggregable IP address space, where IP addresses are loaned to you for the duration of the agreement.

Planned Outage means a time and date for an outage we advise you of, for us to perform upgrades / changes to the Service

Provider means the originating provider DRC places services with on your behalf when an order is placed. This may also be referred to as the Carrier.

Resilient Service means the Service is delivered to the Customer Premises using two access connections in order to provide higher availability.

RIPE means the RIPE Network Coordination Centre, an organisation that maintains a database of European IP networks and their management information.

Single Access means the Service is delivered to the Customer Premises using a Single Access Connection.

Service Credits means the service credits payable to you for failure to meet the Availability targets detailed herein.

Service Restoration means the return of the Service to you based on our fault systems.

Service Unavailability means the ratio of time the Service is available divided by the total time in a reported period calculated as a percentage.

1. CUSTOMER OBLIGATIONS

- 1.1. You may use the Service to link to other networks worldwide and undertake to conform to the acceptable use policies of any such networks and to maintain configuration of your systems to accord with the Internet Standards. If your communications do not conform to these standards or if you make profligate use of the Company System or the Service to the detriment of us, the Company System or our other customers, we reserve the right to suspend or restrict your Service until you give us an acceptable undertaking.

- 1.2. Any IP or other network addresses which we allocate to you are for use only in connection with the Service and all rights in such addresses belong to us and shall revert to us upon Agreement termination. IP addresses are assigned in accordance with RIPE guidelines.
- 1.3. Title and related rights in any content accessed through the Service are the property of the applicable content owner and are protected by applicable law.
- 1.4. Where possible you shall provide us with a minimum of 10 Business Days prior written notice of any promotions which could result in higher than normal traffic volumes.

2. PLANNED OUTAGE, PLANNED MAINTENANCE & CONFIGURATION CHANGES

- 2.1. Where it is necessary for us to temporarily remove any Service, we will provide you with a minimum of 10 days prior notice of Planned Outages and a minimum of 3 days prior notice prior to Planned Maintenance.
- 2.2. In certain circumstances, it may be necessary for us to carry out emergency outage and / or maintenance work, and in such cases we may be unable to provide any prior notification.
- 2.3. We operate a Service Credit scheme whereby you are entitled to claim Service Credits when a Service failure exceeds a given duration. You are eligible for rebates under the Fault Resolution Scheme, up to a maximum liability for us in any availability period according to the service credits table detailed in point 5.8.
- 2.4. You must submit written claims for Service Credits, no later than 30 days following the end of the applicable Availability period. Service Credits will be calculated by us for the Service Availability.

3. FAULT REPORTING

- 3.1. We categorise and prioritise faults as Critical, Major or Minor and respond as per the table below.

Fault Category	Target Clearance Time	Period of Cover
Critical Fault	Mainland UK: 5 hours Non Mainland UK: 8 hours	24 hours a day, 7 days a week
Major Fault	48 hours	Normal Working Day
Minor Fault	72 hours	Normal Working Day

- 3.2. Progress towards resolution times may be affected by our inability to access Customer Premises or your instruction for us to suspend progress or pending information from you.
- 3.3. Should a multiple service failure occur, you will assist us by prioritising the order in which you would like lost services to be investigated.
- 3.4. In the event that you are responsible for the fault through negligence, any support charges incurred will be passed on to you.

4. CRITICAL FAULTS

- 4.1. If the provider fails to resolve a Critical Fault (excluding those arising as a result of Managed CE faults) within the target clearance time, you may claim a Service Credit as detailed below:

Actual Critical Fault Fix Time	Single Access	Resilient Service
1-24 hours Service Unavailability beyond Target Clearance Time, rounded up to the next whole hour	1% of monthly recurring charge for affected Customer Premises per hour	1.5% of monthly recurring charge for affected Customer Premises per hour
Beyond 24 hours Service Unavailability beyond Target Clearance Time	25% of monthly recurring charge for affected Customer Premises	50% of monthly recurring charge for affected Customer Premises

- 4.2. A maximum of 50% of one month's recurring charges for affected Customer Premises may be claimed for Service Unavailability per Availability period.
- 4.3. If the Service is unavailable at a Customer Premises due to any Excluded Event or due to problems with access facilities other than Leased Lines or Ethernet Access you will not be entitled to any Service credits.
- 4.4. Managed Customer Equipment will be deemed to be available when the Customer Premises to which it is connected in accordance herewith, is able to transmit or receive information, except where the failure is caused by another fault at another Customer Premises or a fault with the Service. If we decide that the fault originates as a direct result of failure if any Managed CE, our provider will work remotely to resolve the fault if possible. Where necessary, we will arrange for an engineer to visit the site to diagnose or resolve the fault. The fault will be considered resolved when we advise you that the Managed CE is operating and Service can be provided.
- 4.5. The provider will constantly monitor the Service for Denial of Service Performance (DoS) attacks. If you notify the Support Team that a DoS

attack has occurred, and we verify this, the appropriate black-holing filters will be applied. The provider will check every 2-4 hours whether the attack is still in progress, by temporarily removing the black-holing, and will inform you accordingly. After receiving notification from you that the DoS attack has stopped and your Service is no longer affected, we will restore normal traffic to your Service within 60 minutes of such notification. Where black-holing is active on a Service, the Service will be deemed Available.

5. SERVICE

- 5.1. Our responsibility will extend to the LAN port on the NTE at the Customer Premises (the Service Demarcation Point). Where we provide Managed CE, our responsibility will extend to the LAN port on the Equipment.
- 5.2. The Company will use reasonable efforts to make Service available at the Service Demarcation Point as follows:

Network Access Configuration	UK Mainland Customer Premises	Non Mainland UK or Radio Access to Customer Premises
Single Access	99.90%	99.85%
Resilient Access	99.99%	99.95%

- 5.3. The Service is considered to be available when one or both of the Access Connections comprising the Resilient Service can send or receive IP packets over the Internet.
- 5.4. Service unavailability due to a fault with Customer Apparatus or the Company Managed CPE will not be counted when calculating availability.
- 5.5. For the avoidance of doubt the Service will be deemed to be available following notification of fault upon Service Restoration. You shall be deemed to have been informed of service availability if we have left you a message as we have not been able to speak to you in person.
- 5.6. Service credits will only be available if the following requirements are met:
 - 5.6.1. A Customer Premise cannot exchange data over the internet;
 - 5.6.2. No more than one Service Credit will be issued for a 24-consecutive-hour period, commencing when a fault is notified to us, no matter how many outages occur during that time;
 - 5.6.3. If you report a problem and we determine that there has been no degradation or failure of Service, this will not be counted in our calculations of Clearance Time;
- 5.7. For the avoidance of doubt, Clearance Time does not include the following:
 - 5.7.1. Time attributed to your delay in responding to our requests for assistance to repair an outage;
 - 5.7.2. The failure of any Customer Apparatus, equipment, application, or facility which you provide and connect to the Service;
 - 5.7.3. Failure of any component provided by us which cannot be rectified due to access restrictions to Customer Premises or causes beyond our reasonable control;
 - 5.7.4. Where the DIA service is operating on backup or resilient link;
 - 5.7.5. Any Excluded Events.
- 5.8. If Service Availability falls below the applicable target then you will be entitled to claim Service Credits as set out below:

Performance Below Availability Target	Single Access	Resilient Service
1-24 hours Service Unavailability beyond Target Clearance Time, rounded up to the next whole hour	1% of monthly recurring charge for affected Customer Premises per hour	1.5% of monthly recurring charge for affected Customer Premises per hour
Beyond 24 hours Service Unavailability beyond Target Clearance Time	25% of monthly recurring charge for affected Customer Premises	50% of monthly recurring charge for affected Customer Premises

- 5.9. A maximum of 50% of 1 month's recurring Charges for affected Customer Premises may be claimed for Service Unavailability per 12 month period. If Service Unavailability at any Customer Premises is due to problems with access facilities other than Leased Lines or Ethernet Access, you will not be entitled to any Service Credits.
- 5.10. The provider will use reasonable efforts to ensure that the IP Backbone (other than during Planned Outages or as a result of Excluded Events) will provide an average Network Latency (measured round trip) and Packet Loss between Primary IP Backbone nodes, located in specific geographic regions, of no more than the target monthly average amounts shown in the table below:

Monthly Average Network Latency and Packet Loss Targets		
Region	Parameters	Target
Europe	Latency (ms)	35
	Packet Loss (%)	0.2
Europe UK	Latency (ms)	20
	Packet Loss (%)	0.2
Europe North America	Latency (ms)	90
	Packet Loss (%)	0.2
Europe Asia	Latency (ms)	310
	Packet Loss (%)	0.2
UK	Latency (ms)	35
	Packet Loss (%)	0.2
UK North America	Latency (ms)	90
	Packet Loss (%)	0.2
UK Asia	Latency (ms)	310
	Packet Loss (%)	0.2
North America	Latency (ms)	65
	Packet Loss (%)	0.2
North America Asia	Latency (ms)	165
	Packet Loss (%)	0.2
Asia	Latency (ms)	90
	Packet Loss (%)	0.2

- 5.11. The Network Latency and Packet Loss targets, detailed above, are calculated by taking an average of the monthly Latency and Packet Loss performance, for all routes between Primary IP Backbone nodes within the Region or between Regions as applicable.

6. SPECIAL CONSIDERATIONS FOR ACCESS CIRCUITS

- 6.1. You acknowledge and agree that the following limitations apply to any Customer Premises connected by an Access Circuit using Ethernet technology.
- 6.2. 100Mbps Ethernet access rates may be limited to a maximum of 97Mbps in some circumstances, due to the underlying technology used to deliver the service.
- 6.3. 1000Mbps Ethernet access may be limited to a maximum of 997Mbps due to manufacturing differences in gigabit Ethernet interfaces between equipment suppliers.
- 6.4. Where EFM technology is used, we have the right to cancel the Services in the event that the access circuit bandwidth that has been ordered cannot be delivered. If we cancel the Services in these circumstances then you shall not be entitled to compensation in respect of such a cancellation.
- 6.5. We will not be liable for any degradation of performance by, or fault to, the access circuit that occurs as a result of, or in connection with technical limitations beyond our control.
- 6.6. Where Customer Premises are provided with Resilient Services, then if the primary Service's access is provided using copper EFM technology, the Resilient Service will only become operational should the full access bandwidth capacity become unavailable.
- 6.7. At our sole discretion, access circuits which use Ethernet technology may be provided with a Carrier supplied and managed NTE. The NTE is controlled and monitored using in-band management, which will reduce total available bandwidth on the access circuit by 200Kbits. The NTE will require you to supply additional space and power.

7. SERVICE DELIVERY

- 7.1. We aim to acknowledge and accept or reject a Service Order within 5 business days from the date of receipt by our order team. The provider will then acknowledge and accept or reject a Service Order within a further 10 business days.
- 7.2. Upon accepting a Service Order, the provider will commence a survey. We aim to confirm to you, whether the Service Order can be fulfilled, highlight any major provisioning dependencies (eg wayleaves) or any supplementary charges.
- 7.3. We aim, starting from the date of order acceptance by us and within the planning period, to confirm the Estimated Delivery Date, and when further through the delivery, the actual Contractual Delivery Date and advise the final charges you will be required to pay for the Service.
- 7.4. In order for us to meet the CDD and perform our obligations under the agreement, we will notify you of any Customer Premises requirements with which you must comply in a timely manner.
- 7.5. We aim to provide you with regular provisioning updates, starting from the end of the planning time until the Service delivery.
- 7.6. Where you have failed to agree an appointment date with us within 30 days from a previously broken appointment date, we may, where we are not at fault, cancel any work at the Customer premises. In such circumstances, you shall pay the appropriate cancellation charges.
- 7.7. Except where you have ordered Managed Equipment, you will be responsible for routers or other Customer Apparatus installed at Customer Premises and used in connection with the Service, in particular in regards to;

- 7.7.1. Setting Apparatus up with the appropriate operating systems and router hardware to enable connectivity via the Access Connection.
- 7.7.2. Configuration of Customer Apparatus to allow the Service to be provided.
- 7.7.3. Design, implementation management and archiving configuration of internal IP protocols, LAN information and access lists.
- 7.7.4. Configuration and maintenance of Customer Apparatus, router software, updates or upgrades.

7.8. TERMINATION OF DIA CONNECTIVITY SERVICES

- 7.8.1. If this order is cancelled during the delivery stage, the customer will be liable for cancellation charges. This will carry a minimum charge of 25% of the Monthly Line Rental plus a one-off charge of £3,000.00 plus VAT.

CALL RECORDING GUIDANCE

There are very strict legal rules governing (a) the circumstances in which it is permissible to record calls, (b) the purpose for which such recording may be made, (c) the length of time recorded material may be retained, (d) most importantly of all, the need for pre-notification to those taking part in the call and (e) the manner in which such notification must be given.

It is essential that you obtain advice on these requirements from your own lawyers, and implement all such internal rules and processes, and have in place all such pre-recorded notifications, as are required to ensure full compliance.

This document provides an overview of the laws which require certain obligations to have been met before telephone calls can lawfully be recorded. The requirements of all relevant legislation must be complied with. Any business considering interception, recording, or monitoring of calls is strongly advised to seek his / her own independent legal advice and should not rely on the general information provided below. DRC accepts no liability for reliance by any person on the following information or for any omission of information.

The interception, recording and monitoring of telephone calls is governed by a number of different pieces of legislation. The requirements of all relevant legislation must be complied with. The main ones are:

- Regulation of Investigatory Powers Act 2000 (RIPA)
- Telecommunications (Lawful Business Practice)(Interception of Communications) Regulations 2000 (LBP Regulations)
- Data Protection Act 1998
- The Employment Practices, Data Protection Code
- Telecommunications (Data and Privacy) Regulations 1999
- Human Rights Act 1998

Below we have summarised the key areas of each law, but again, this information should not be relied upon for your compliance.

Regulation of Investigatory Powers Act 2000 (RIPA)

Call recording is only lawfully carried out if one of the following applies:

The person recording the call has reasonable grounds for believing that it has the consent of both the caller and the intended recipient of the call to record; or

The recording is carried out by a business in compliance with the Lawful Business Practice Regulations.

Telecommunications (Lawful Business Practice)(Interception of Communications) Regulations 2000 (LBP Regulations)

Generally calls can be recorded for the following reasons:

To provide evidence of a business transaction

To ensure that a business complies with regulatory procedures

To see that quality standards or targets are being met in the interests of national security

To prevent or detect crime to investigate the unauthorised use of a telecom system

To secure the effective operation of the telecom system

Data Protection Act 1998

Recording (and use of recordings) where a Company would be able to establish the identity of either party to the call, either directly from the recording or from other information which it is conceivable that the Company could obtain, would require you to first:

Have informed the party how the recording would be used;

Obtain consent for the recording to take place (this may be implied from the fact that the customer has been notified and not object, but you should obtain explicit consent if the call reveals any information classified as sensitive by the DPA / GDPR regulations.

The obligations in relation to processing of that data also apply, so that the data must be kept under secure conditions and must be accessible to the customer at their request.

The Employment Practices, Data Protection Code

This regulates employer / employee relations and so is more relevant to the monitoring of calls from your staff's point of

view. The code states that employees should be informed about any monitoring of their calls and that their consent should be obtained. The code does provide exemptions from this obligation, for instance where monitoring is necessary to investigate criminal activity.

Human Rights Act 1998

The Act provides that 'everyone has the right to respect for his private life and family life, his home and his correspondence.' Legal cases involving the monitoring of phone calls have recommended that to ensure that this right is protected, employees whose calls are monitored should be given access to a private line over which personal calls can then be made during their lunch break for example.

Conclusion

A common theme through the above pieces of law is the requirement to inform all parties to a monitored / recorded call in advance that their conversation will be recorded. This requirement applies in respect of a Company's staff as much as it does in respect of its customers.

Questions & Answers

Is it legal to record my business calls?

Yes – as long as you are using call recording to evidence transactions, improve processes and quality. It is not legal to intercept calls that aren't yours, or to record calls for commercial gain.

Do I have to let people know that I intend to record their conversations with me?

No – provided you are not intending to make the contents of the communication available to a third party.

Do businesses have to tell me if they are going to record or monitor my phone calls or emails?

No. As long as the recording is done for one of the above purposes the only obligation on businesses is to inform their own staff. Businesses wanting to record calls for any other purpose will have to obtain your consent.

Do I have to tell my employees they are being recorded?

Yes – typically in writing, and best through written policy and contracts, with clear indication of why recording is being used and the benefits and protection that it can give to the company, employee and caller.

Do I have to tell my incoming callers they are being recorded?

Yes – you must take reasonable steps, which could be in the form of a recorded announcement at the beginning of the call, or a statement on the brochure which solicited the call.

Do I need to tell my customers or prospects whom we call that they are being recorded?

It is good practice for outbound calls to notify the customer that their call may be recorded and it is mandatory to do so if you wish to rely on the recording for evidencing a transaction prior to the transaction taking place. If you are calling existing customers and their contractual terms include the right to record calls then this is not necessary.

How long can I keep the calls for?

You can generally keep the calls for as long as you want. In some cases customers are mandated for PCI compliance to keep them for a certain number of years. In other cases businesses will keep calls for as long as there might reasonably be a customer enquiry or dispute regarding that particular transaction.