

TELECOMS TERMS & CONDITIONS

The 'Telecoms Terms and Conditions' forms part of 360 Telecoms Ltd [General Terms and Conditions](#) which is located on the Website and by request. Should the Customer have any queries regarding these Telecoms Terms and Conditions or the Telecoms Service please contact 360 Telecoms Ltd by email at telecoms@360telecoms.com or call 020 7289 9999.

1. Definitions

"Agreement" means any landline/hosted/broadband/leased line/point to point/2 point/NTS "Agreement" with any "Service Provider" (as defined below) with a "Customer".

"Assured Broadband" is a specialised broadband product which facilitates a dedicated IP circuit into the "Customer's" business and delivers voice calls at the highest quality.

"ATA" (Analogue Telephone Adapter) is hardware, which is required to facilitate an analogue system e.g. a door entry system, to work in tandem with the "Hosted" system and constitutes an additional "Hosted" user.

"Company" means 360 Telecoms Ltd. 360 Telecoms Ltd is a company registered in England and Wales with the registration number 10395679 and registered address of International House, 24 Holborn Viaduct, London EC1A 2BN.

"Contractual Period" means the minimum period that applies to the "Agreement", which will depend on the "Service" selected when placing the Order.

"Converged Broadband" is a specialised broadband product which provides high quality IP voice and internet over a single connection.

"Customer" means any individual, organisation, company or business that wishes to purchase "Goods" and/or "Services" from 360 Telecoms Ltd and accepts these Terms and Conditions.

"Landline" or fixed line is a telecommunications line, service or connection that uses wire running over land or underground to connect to a network. "Landline" services can include a single analogue, multi line, ISDN2 and ISDN30.

"Goods" means any products supplied by "the Company" to the "Customer".

"Handset" means the telephone device supplied by the "Company" or any third-party supplier; which the "Company" has selected to provide the "Customer".

"Hosted" is a form of VoIP (Voice over Internet Protocol) that is 'hosted' in the Cloud, meaning that no physical hardware is required on-site, other than a desk phone. Hosted Telephony is ideal for mobile workers who are constantly on the move. The office 'landline' number can be redirected to mobile devices and used anywhere with sufficient internet signal, making flexible working and hot-desking at multiple locations possible and easy to set up.

"Leased Lines" is a private bidirectional or symmetric telecommunications line between two or more locations. A "Leased line" is sometimes known as an ethernet "Leased Line", private circuit or data line. An Internet "Leased Line" is a premium internet connectivity product, normally delivered over fibre, which is dedicated and provides uncontended and symmetrical speeds.

"Openreach" owns the pipes and telephone cables that connect nearly all businesses and homes in the UK to the national broadband and telephone network.

"Porting" means the process of moving existing telephone numbers from the current "Service Provider" to a new "Service Provider". Additional terms may apply.

“Provisioning” means correctly providing the phone lines or “Services” to work with the “Customer’s” equipment and enabling the various options the “Customer” has chosen.

“Service” means the telecommunication “Services” provided by the “Service Provider”.

“Service Provider” under these Terms and Conditions means any landline/hosted/broadband/leased line/point 2 point/nts “Agreement” with any “Service Provider”.

“Session Initiation Protocol (SIP)” is a communications protocol- the most common being internet telephony for voice and video calls as well as instant messaging over internet protocol (IP) networks.

“Simultaneous Provide” means a phone line installation, for which broadband is provisioned to go live within 48 hours from the line installation.

“SLA” A service level agreement (SLA) is a contract between a “Service Provider” (either internal or external) and the end user that defines the level of service expected from the “Service Provider”. SLAs are output-based in that their purpose is specifically to define what the “Customer” will receive.

“Telecoms” for this document means landline/hosted/broadband/leased line/point 2 point/nts “Services” offered by the “Company”.

“Termination Fee” means the calculation of the remaining monthly “Line Rental”, “Bolt-Ons” and/or “Add-Ons” up to the end of the “Contractual Period”; in respect of the early termination of each number from the “Service Provider”, plus the average monthly revenue to the end of the “Contractual Period”, and if appropriate any additional fees which may arise from “Service Provider” charges.

2. General

- i. The Customer accepts that it is Company policy to not provide references to external IT, cabling or door entry system technicians or similar.
- ii. Customers with 10+ employees accept that the Agreement will automatically roll over at the end of the Contractual Period; for the same period originally entered; unless the Customer provides ninety (90) days written notice to terminate (refer to General Terms and Conditions, Terminations vii).

3. SLA's

- i. The Customer acknowledges and agrees that for the Company to ensure SLA's are adhered to in line with Company policy; the Customer will send all:
 - a. Telecoms requests including provisioning to telecoms@360telecoms.com,
 - b. Faults queries to telecoms@360telecoms.com. The Company offers a dedicated 24-hour faults hotline which can be reached on 020 7289 9999 (please note: The Customer's care level will dictate the speed at which Openreach will assign the fault engineer)
- ii. The Customer accepts that emails sent directly to an individual staff member's email address may result in a delay due to staff on annual leave, absence or sickness and are therefore advised to follow the above protocol.

4. Pricing

- i. The Customer accepts that the prices quoted by any staff member of the Company or the dedicated Telecoms team, is exclusive of VAT at legislative rates, unless specifically stated otherwise.
- ii. By entering into this Agreement with the Company, the Customer acknowledges and agrees that there may be additional charges should an Openreach Engineer attend a Customer site and where they deem that a charge is warranted.
- iii. The above clause extends to pre-arranged appointments, a fault or any other reason where an Openreach Engineer is required to attend a Customer's site.

- iv. Although the Company will attempt to refute the charge; the Company cannot guarantee a charge to be withdrawn and the Customer will be liable for the charges.

5. Network Coverage, Call Quality and Features

- i. Service Providers will take all reasonable steps to ensure their Service is available to the Customer. The Service Providers, although strive for, cannot guarantee a fault free Service.
- ii. The Customer accepts that the Service is not fault free and may be impaired through atmospheric and geographic conditions, both scheduled and unscheduled maintenance, acts of war, terror and acts of God.
- iii. The Customer acknowledges that the Company cannot take responsibility nor liability for any problems surrounding network coverage, call quality or features.

6. Hosted

- i. The Customer agrees that:
 - a. Hosted seat rental is a contractual product and the Customer will be billed for the Service from the date of signature on the Agreement regardless of whether the Handsets have been received,
 - b. The billing takes in to account the time to setup the system according to the Customer's individual requirements,
 - c. They can upgrade the Hosted seat rental tariffs at any time by providing written notice to the Company by email or by post to the Company's registered address. The upgrade will take effect in the next billing month,
 - d. They cannot downgrade the tariffs at any time during the Contractual Period,
 - e. They cannot decrease the number of Handsets until the end of the Contractual Period,
 - f. A one-off divert charge for the divert feature and inbound call divert charge will be incurred during the Porting process,
 - g. Only one Hosted tariff can be applied to a Hosted company along with the ability for users to communicate internally, therefore the seats or users of a single Hosted company cannot be provisioned on different tariffs,
 - h. Should they opt for the Unlimited Tariff (per seat per month), 2,000 combined minutes will be allocated to each user for calls to prefixes 01/02/03/07, whilst a further fair usage policy will apply to 03 prefix calls,
 - i. A fair usage policy will be applied to 03 destinations, regardless of the user's tariff. The fair usage will be a maximum of 300 minutes per user per month.
- ii. Manufacturers specifications provided by the Company for the Hosted handsets including Polycom, Yealink and Cisco may not include all the listed features due to extensive pre-configuration prior to shipping the Handsets to the Customer.
- iii. It is the Customer's sole responsibility to ensure all relevant cabling and data points are in place prior to the Hosted system going live.

Door Entry System (DES)

- i. Customer's incorporating a Door Entry System to the Hosted system (other than an IP Door Entry System) will require an ATA. The Customer accepts that this is contractual and will be charged as an additional user monthly.
- ii. Customer's incorporating an IP Door Entry System will require a SIP line which will require a specific configuration and must be integrated into the system. The Customer agrees that it is their responsibility to advise the Company, ahead of the Agreement being signed, that they wish for the IP DES to be incorporated for the Company's provisioning team to liaise with the Company's DES engineer. Failure to mention this requirement is at the Customer's own risk. The Customer accepts that there will be an additional charge for a SIP Line. All DES cabling will be carried out by the Customer's DES engineer. This is not the Company's responsibility.

7. PSTN/ISDN

- i. Should the Customer log a phone line or broadband fault and an Openreach engineer is sent to the site, a charge will be incurred if a non-Openreach fault is found.
- ii. If a fault is found to be external (outside the Customer's office or premises), however an internal fault from Openreach's perspective (Customer's office or premises are in a serviced office block) whereby the fault has been found internally in another office, a charge will be incurred.
- iii. The Customer agrees that should the BT Openreach DP (Distribution Point) be located at the Customer's premises, they will grant access to the DP for SAL/ISDN installations, if access is not provided, a charge may be incurred.
- iv. The Customer acknowledges that a change of address of a PSTN/ISDN line will incur a new installation charge and the existing number can only be retained should the PSTN/SAL be within the same exchange, or the ISDN lines are within the same unit and cluster.
- v. The Customer accepts that a one-off divert charge for the divert feature and inbound call divert charge will be incurred during the Porting process.

8. Broadband

- i. Although the Company specifies Simultaneous Provide, the Customer acknowledges that this Service is not always guaranteed.
- ii. The Customer can upgrade their broadband package after the Connection Date however a one-off charge will be incurred. Furthermore, the Customer agrees that their recurring monthly fee will be modified for the remainder of the Contractual Period.
- iii. For ADSL, FTTC, converged ADSL, converged FTTC, annex M, assured services and bonded broadband connections, the cessation request requires a thirty (30) day written notice period once the Contractual Period has ended.
- iv. All Broadband Connections, excluding bonded connections, will incur a Termination Fee of forty-nine (£49.00) pounds per line, regardless of whether the connection is under contract or not.
- v. In addition, a bonded connection termination will incur a cessation fee of fifty (£50.00) pounds per bonded line, regardless of the contract expiry date i.e. a bonded connection of four lines will be charged a cessation fee of two hundred (£200.00) pounds (cost is fifty (£50.00) pounds per line).
- vi. Change of address of an ADSL connection within the same exchange will not incur an early Termination Fee.
- vii. Change of address of an ADSL connection to a different exchange will result in early Termination Fees.
- viii. FTTC and fibre broadband cannot be moved to another address - whether within the same or different exchange. The Customer will incur early Termination Fees should they move premises before the Contractual Period has ended.
- ix. Customers opting out of an unlimited broadband tariff do so at their own risk as they will be charged for going over their allocated bundle. Furthermore, the Customer acknowledges that no warning notification will be received.
- x. The Cisco router is an essential part of an Assured Broadband or Converged Broadband connection and any reference to an Assured or Converged connection by default includes the Cisco router.
- xi. A router is required for all circuits using the Company's Assured IP Service. The Company will deliver the router to the Customer's address or to a specified alternative address. The Customer acknowledges that the router is managed by and remains the property of the Company. If a router is not returned to the Company on termination of the circuit for which it was supplied, the Company shall be entitled to invoice the Customer for the router at the Company's standard charge and the Customer is obliged to pay the invoice in accordance with this clause.

9. Leased Lines

- i. This is a specialised Service offered to Customers at a monthly charge per line. In addition to the monthly charge, the Customer accepts and agrees that a Termination Fee will apply should they wish to terminate the line. Please refer to Leased Line Full Terms and Conditions.

10. SIP Channel

- i. This is a specialised service offered to Customers at a monthly charge per SIP Channel. In addition to the monthly charge, the Customer accepts and agrees that should they terminate the SIP Channel(s) they will be charged a Termination Fee after the contract has expired. The cost for terminating (after the contract has expired) is forty-five (£45.00) pounds per SIP Channel.