

Annex 1: Voice Telephony Services

----- Section One – Terms and Conditions -----

1. General

1.1. The terms and conditions set out in this Annex relate to our voice telephony services (“Voice Services”) and are in addition to the standard terms set out above. Any conflict between the Main Body Terms, the Annexes and/or any other document expressly referred to in the Terms will be determined in accordance with clause 19.8.

1.2. All definitions used in the main body of the standard terms apply to this Annex.

1.3. Any reference to a “clause” is to a clause of the Main Body Terms. Any reference to a “paragraph” is to a paragraph of this Annex.

1.4. This Annex relates to the following Voice Services:

- Single User VoIP
- Multi User VoIP
- Enterprise VoIP/SIP Trunking (inbound and/or outbound)
- Business Cloud Telephony
- VoIP Add-ons
 - Minutes bundles
 - International phone numbers
 - Number porting
 - Call forwarding
 - Voicemail conversion to email and text
 - Memorable phone numbers

1.5. Other definitions that appear only in this Annex have the meanings set out below:

- “Extension” means the settings configured on a suitable phone or other appropriate hardware using which you can make and receive calls using Gradwell's hosted VoIP service;
- “Trunk” means the internet telephony service you use through which Gradwell VoIP calls can be made and received using your on-site telephony system, typically a private branch exchange (PBX).

1.6. Details of the features and functionality of the different Voice Services are as described on the following sections of the Website:

- Single User VoIP (VoIP Voice Services designed for one user) - <http://www.gradwell.com/phoneservices/single-user-voip/>
- Multi User VoIP (VoIP Voice Services designed for more than one user) - <http://www.gradwell.com/phoneservices/multi-user-voip/>
- Enterprise VoIP/SIP Trunking (inbound and/or outbound) (Internet connectivity for making voice calls in conjunction with a PBX) - <http://www.gradwell.com/phoneservices/sip-trunking/>
- Business Cloud Telephony (Single or Multi User VoIP with inclusive monthly minutes and VoIP handset) - <http://www.gradwell.com/business-cloud-telephony/>
- Calls bundles (per user VoIP with inclusive monthly minutes and a VoIP handset) - <https://www.gradwell.com/business-call-bundles/>

- VoIP Add-ons
 - Minutes bundles (packages allowing you to pay in advance for making phone calls)- <http://www.gradwell.com/endpoints/lightboxes/minutebundles/>
 - International phone numbers (use a phone number from another country to make and receive calls)- <http://www.gradwell.com/phoneservices/international-numbers/>
 - Number porting (retain your existing phone number when you switch to Gradwell) - <http://www.gradwell.com/phoneservices/keep-my-number/>
 - Call forwarding (have calls to any UK or international phone number forward to your landline, desk phone, PC or mobile) - <http://www.gradwell.com/phoneservices/callforwarding/>
 - Voicemail conversion to email and text (translates your voicemail messages into an SMS message or an email) - <http://www.gradwell.com/phoneservices/voicetotext/>
 - Memorable phone numbers (use an easily-remembered phone number) - <http://www.gradwell.com/phoneservices/numbers/>

1.7. We may from time to time amend the Terms, Charges or Services in accordance with clause 14. Whenever we make such changes, we will update the Website to reflect this.

2. Nature of Voice Services and access to the emergency services

2.1. You acknowledge and agree that the Voice Services:

2.1.1. do not offer all of the features of a conventional phone line or phone service; and

2.1.2. may sometimes be unavailable as a result of things over which we have no control, including (without limitation) the weather, power disruptions and failures of your internet service provider (ISP) or broadband connection.

2.2. Our Broadband Services are designed to enhance the performance of our Voice Services. Where you use Voice Services in conjunction with Internet connectivity provided by a communications provider other than Gradwell, there may be a greater likelihood of connectivity problems. These problems may affect the quality, reliability and robustness of the Voice Services and, in accordance with clauses 15.4 and 15.5, we will have no liability to you for such problems where they are attributable to third party connectivity and/or hardware.

2.3. Your ability to use the Voice Services to make emergency calls by dialling 999 or 112 may be affected by the issues listed under paragraph 2.1. **As a result, you should always ensure you have an alternative means of calling the emergency services (such as a mobile phone).**

2.4. Because of technical constraints and the fact the Voice Services may be used from various locations, your location information may not always be available to the emergency operator and you may need to provide your location information and phone number verbally.

2.5. You can only use the Voice Services to call the UK-based emergency services and you cannot use the Voice Services from outside of the UK to make emergency calls.

2.6. For each Voice Service Extension or Trunk that you use, you must register with us the physical location where you will be using it. You must keep your location details up to date by updating it as

necessary using the Control Panel. Failure to keep your Voice Service location details up to date may result in emergency services being despatched to the incorrect address.

2.7. Please note that if we suspend or terminate the Voice Service in accordance with the Terms, you will not be able to use the Voice Service to call the emergency services. However, you can still make emergency calls using the Voice Services where you have run out of credit on your Gradwell account.

2.8. We will have no liability whatsoever for any consequences of incomplete or inaccurate location data that you have registered with us being passed to the emergency services.

2.9. You must inform all your users of the Voice Services of the information set out in this paragraph 2.

3. Your responsibility to use Voice Services securely

3.1. You are responsible for using Voice Services in line with the information contained in the following two documents and in accordance with any other relevant security advice we may publish on our Website or send to you from time to time:

- [Gradwell knowledge base article on protecting VoIP accounts from fraud](#)
- [ITSPA - Recommendations for secure deployment of an IP-PBX](#)

4. Number porting compensation policy

4.1. Compensation may be available if your number port to Gradwell is delayed.

4.2. To be eligible for compensation:

4.2.1. You must receive Voice Services solely for use in your personal capacity (i.e. other than within a business context); and

4.2.2. There must be a qualifying delay in porting your telephone number(s) to us (as explained below).

4.3. Where we approve your request to port your number to us, we will confirm the scheduled porting date to you in advance ("Porting Date"). A qualifying delay occurs where your number port is not activated within one Working Day of the Porting Date. If this happens, for each day by which the Porting Date is missed, we will pay you 1/40 of the Gradwell porting fee you paid for the relevant porting order. Please note that the compensation is paid on a per order basis and not per number.

4.4. Compensation will not be paid automatically. To enquire whether you are eligible for compensation, you should email porting@gradwell.com within 30 days of the date on which the relevant number port was activated.

5. Ownership of telephone numbers

5.1. Without affecting your rights relating to number portability set out under Law, you will not own any phone number we allocate to you or you port in, nor will you have any right to sell any such number.

6. Call data records

6.1. An itemised record of the calls you make using the Voice Services is available via the Control Panel ("Call Data Records"). Call Data Records which have not been invoiced are not final and may be validly amended by Gradwell to account for recording or calculation errors up to the point at which we send you an invoice relating to the relevant Call Data Records.

7. Single User VoIP – ‘Happiness or your money back’

7.1. If you aren't satisfied with our Single User VoIP Voice Service within 30 days of purchasing it, you can apply for a refund. Terms and conditions apply to this offer of a refund which can be found at the following address - <http://www.gradwell.com/misc-unsectioned/moneyback-terms/>.

----- Section Two – Pricing -----

8. General

8.1. Details of all prices and Call Tariffs set out on our Website are exclusive of VAT.

8.2. The prices for our Goods and Services will be those which are set out on the Website at the date on which the Contract is formed (as described in clause 4.3), and will be confirmed on the Order Confirmation.

9. Pricing – core Voice Services (excluding Call Tariffs and Add-ons)

9.1. The prices we charge for the main categories of Voice Services (excluding Call Tariffs and Add-ons) are set out at the following URLs:

- http://cdn.gradwell.com/userfiles/Documents/gradwell_phone_services_product_summary_may_2013.pdf; and
- <http://cdn.gradwell.com/assets/pdf/business-cloud-telephony/product-sheet-v1.1.pdf>

10. Pricing - Add-ons to Voice Services

10.1. Minutes Bundles

10.1.1. The prices for minutes bundles are set out at the following URL:

<http://www.gradwell.com/endpoints/lightboxes/minutebundles/>

10.2. International Phone Numbers

10.2.1. Prices for international phone numbers are set out at the following URL:

<http://www.gradwell.com/phoneservices/international-numbers/>

10.2.2. If you wish to purchase an international phone number, you must provide evidence of having a valid business or residential address in the relevant country (or region of that country). Full details are available at the following URL: <http://www.gradwell.com/phoneservices/international-numbers/>.

10.3. Call Forwarding

10.3.1. The price for our call forwarding service, and more information about it, is set out at the following URL: <http://www.gradwell.com/phoneservices/callforwarding/>.

10.4. Number porting ('keep my number')

10.4.1. The price for our number porting service, and more information about porting, is set out at the following URL: <http://www.gradwell.com/phoneservices/keep-my-number/>.

10.5. Voicemail conversion to email and text

10.5.1. The price for our voice to email and text service, and more information about it, is set out at the following URL: <http://www.gradwell.com/phoneservices/voicetotext/>.

10.6. Memorable Numbers

10.6.1. The prices for our three categories of memorable phone numbers are set out at the following URL: <http://www.gradwell.com/phoneservices/numbers/>

11. Call Tariffs

11.1. The prices we will charge you for making outbound calls using the Voice Services are set out at the following URL: <http://www.gradwell.com/phoneservices/call-charges/>.