

SPECIFIC TERMS AND CONDITIONS (“SPECIFIC CONDITIONS”) - HOSTED PHONE SYSTEM SERVICES

1. GENERAL

- 1.1 The Services are provided by Quest Cloud Solutions Ltd (Company Number 07311724) (**Supplier**) a company registered in England and Wales, trading as ‘GreenCity Solutions’. Our registered office is Green City Solutions Ltd, 1 Milnyard Square, Orton Southgate, Peterborough, PE2 6GX.
- 1.2 These Specific Conditions form part of the Contract. All the terms and conditions contained in the General Conditions shall apply to the Services unless there is any inconsistency between any of the provisions of the General Conditions and the provisions of these Specific Conditions, in which case, the conflicting provisions of these Specific Conditions shall prevail.

2. INTERPRETATION

- 2.1 In these Special Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Charges	the charges payable by the Customer for the supply of the Services in accordance with the provisions of the Contract (including but not limited to the charges described on the relevant Charges Sheet and Tariff Sheet (as defined in the General Conditions).
Contract	has the meaning defined in the General Terms and Conditions.
Customer	means you, the user of the Services who is not an individual consumer and who is contracting for the purposes of a business and having a legal identity separate from the persons (if any) of which it is composed, including but not limited to, a company, a body corporate, a corporation sole, a charity, a partnership, a government body and a public authority.
General Conditions	means the general terms and conditions found at www.greencitysolutions.co.uk/termsandconditions
Seat	means one hosted user
Services	means the hosted phone system service provided by the Supplier to the Customer pursuant to the terms of the Contract.
Start Date	has the meaning in clause 3 of the General Conditions.

3. EMERGENCY CALLS

- 3.1 The Services provided to the Customer may be a voice over internet protocol (“**VoIP**”) or analogue service.
- 3.2 The Customer acknowledges that where the Services are VoIP based:
 - 3.2.1 they are dependent on a valid connection to the data network and telephony network;
 - 3.2.2 the Services allow calls to the emergency numbers 999 and 112 however, calls to these services may fail if there is a power cut at the Customer’s premises or if the broadband or telephony connection fails; and
 - 3.2.3 the Supplier accepts no liability for any failure in the Services which may occur by reasons outside of the Supplier’s control such as a failure in the data network, telephony network, power supply or other third party failure.
- 3.3 As part of the Services, the Supplier may be requested to provide a landline. In the event that, for any reason the Customer does not require the Supplier to provide a landline and the Supplier agrees to price the Services on that basis, the Supplier strongly recommends that the Customer maintains a landline for emergency purposes.
- 3.4 Any information about the location of a call provided to the emergency services is limited to the location details associated to the Customer’s primary landline, but depending on the circumstances this may not be where the call was originated. The Customer understands and acknowledges that the address provided by it, or the location details associated with the Customer’s primary business landline’s billing address, is the location that the emergency services will use and that it is the Customer’s responsibility to notify the Supplier of any changes to this information. In the event that the users of the Services have the option to work from different permanent locations, the Supplier strongly recommends that the Customer registers and updates the location information of these users with the Supplier whenever accessing the Services from a new location or different locations, so that up-to-date information can be used for emergency location information.
- 3.5 By ordering the Services, the Customer confirms that it shall be its sole responsibility to make available to its users of the Services alternative means of accessing emergency calls services, and to inform or otherwise make aware users of the Services of the possible limitations of this service set out above.

4. ORDERING THE HOSTED PHONE SYSTEMS SERVICES

- 4.1 Once the Customer has applied for the Services, the Supplier is authorised to communicate on the Customer's behalf with any relevant providers(s) of similar or related services (e.g. landline, broadband, etc.) to the Customer and to supply to such provider, for the purposes of and to the extent necessary for arranging performance of the Services, any information which the Customer may have provided to the Supplier in connection with the Services. The Customer also hereby authorises its previous telephone or broadband provider(s) and/or network providers to disclose relevant information to the Supplier for the purposes of enabling it to provide the Services.
- 4.2 There may be consequences from the transfer of the Services arising from an existing contract, such as termination charges, and it is the Customer's responsibility to check the terms and conditions of any existing contracts relevant to the transfer of services to the Supplier. The Supplier shall not and the Customer shall procure that the Supplier shall not be liable for any costs or charges which the Customer incurs as a result of terminating any services with another provider.

5. THE SUPPLIER'S OBLIGATIONS

- 5.1 Subject to the Customer's compliance with its obligations under this Contract, the Supplier agrees to provide the Services in accordance with the terms of these Specific Conditions and, where applicable, to arrange for the delivery of any necessary Supplier Equipment.
- 5.2 The Supplier shall use its reasonable endeavours to ensure that the Services shall include:
- 5.2.1 the installation or takeover and rental of one or more fixed telephone line(s);
 - 5.2.2 the ability to make or receive telephone calls;
 - 5.2.3 the ability to send and receive information through the Customer's telephone line. For example, from computer equipment;
 - 5.2.4 any one of a range of call price plans that enable the Customer to make discounted telephone calls;
 - 5.2.5 any other facilities such as caller display that the Supplier agrees to give the Customer;
 - 5.2.6 one phone number for each fixed telephone line that the Customer rents from the Supplier, which will be published (with the Customer's business details) in the appropriate BT directories, and will be available on directory enquiries

services, unless the Customer informs the Supplier in writing that it does not require this;

- 5.2.7 where possible (and in particular not when the Customer operates a hosted telephone system) access to the emergency services and provision of caller location information; and
 - 5.2.8 any other hosted phone system related services that the Supplier agrees in writing to provide to the Customer.
- 5.3 The Supplier can only provide the Services, in areas of the United Kingdom in which it is technically able to offer telephony and broadband services from time to time.
- 5.4 The Customer acknowledges that the Supplier is dependent upon certain third parties to install and provide the Services. The Customer also acknowledges that there may be physical and/or technical limits that prevent the Supplier from delivering the Services. The Supplier will use its reasonable endeavours to provide the Services. However, the quality of the service delivered is dependent on the quality of the broadband service at the Customer's location and at the Customer's exchange and this could vary due to congestion within the network, the ability of the Customer's landline to carry data services and the distance from the exchange. Furthermore, the quality of the service may be reduced at times.
- 5.5 It is technically impracticable to provide the Services entirely free of faults. Likewise, the Customer cannot control the quality of transmission via the internet, and may not be able to prevent interference of the Services with other existing telecommunications services received by the Customer, the functioning of computers or software installed in the Customer's computer, or other electronic equipment.
- 5.6 The Supplier cannot guarantee that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.
- 5.7 The Customer acknowledges that the Supplier does not provide a back-up of the Customer's data or guarantee the integrity of the Customer's data.
- 5.8 The Customer acknowledges that the Supplier shall not be liable for any hardware or equipment of the Customer.

6. THE CUSTOMER'S OBLIGATIONS

- 6.1 The Services are provided solely for the Customer's use and the Customer must not resell or attempt to resell the Services (or any part of it) to any person or business.

- 6.2 Minimum system requirements to enable the Services to be delivered will be notified to the Customer in writing from time to time by the Supplier. The Customer confirms that it will be responsible for complying with these minimum system requirements and acknowledges that the delivery of the Services is dependent upon the Customer complying with such minimum system requirements.
- 6.3 The Services usually include a broadband connection provided by the Supplier. In the event that the Customer uses:
- 6.3.1 an alternative broadband connection to transport the delivery of the hosted phone systems calls, the Supplier shall not be responsible for the connectivity of the Customer alternative broadband connection with the Services and therefore the Supplier cannot (and shall not) guarantee calls over that broadband connection; and/or
 - 6.3.2 the Customer's broadband connection for downloading data simultaneously, this can materially affect the quality of the VoIP call and the Supplier cannot (and shall not) guarantee calls and/or connectivity. Therefore, the Supplier recommends that the broadband connected to the Services is used solely for voice and not simultaneously with data downloading.
- 6.4 The Customer must promptly supply the Supplier with all information and materials reasonably required by the Supplier to provide the Services.
- 6.5 The Customer undertakes to use the Supplier Equipment and the Services in accordance with the terms of these Specific Conditions and with our reasonable instructions and in accordance with the relevant legislation or other regulatory requirements from time to time. The Supplier may from time to time vary the technical and/or operational procedures for the use of the Services.
- 6.6 In order to use the Services, the Customer will need the Supplier Equipment or Customer's own equipment approved by the Supplier in advance. The Customer must also ensure that compatible cables and extension leads are used with the Services.
- 6.7 The Customer must not connect any equipment such as PCs, Laptops, IP CCTV and any other non hosted phone system related equipment to a dedicated hosted phone system broadband circuit unless previously authorised in writing by the Supplier. In any event, the Supplier cannot (and shall not) guarantee calls and/or connectivity even if the Supplier allows the connection of such equipment to the Supplier's dedicated hosted phone system broadband circuit.

- 6.8 The Customer shall not configure any VoIP/IP voice services from other providers to an IP telephone handset that is configured to be used with the Services, unless prior written consent from the Supplier has been given.
- 6.9 The Customer is entirely responsible for evaluating any goods or hosted phone systems services offered by third parties via the broadband services or on the internet.
- 6.10 The Supplier has no control over the data that the Customer uploads through the Services. The Customer shall not upload any material which contained intellectual property rights owned by a third party through the Services unless it is owner of such intellectual property rights or it has previously obtained unequivocal express consent from the relevant owner/licensor.
- 6.11 The Services may the Customer to have multiple DDI phone numbers to display a main number on outbound calls or to use presentation numbers identifying a caller's extension number behind a DDI switchboard. Notwithstanding the above, the Customer shall not use this capability to display any other numbers in its outbound calls unless the Customer is previously authorised in writing by the Supplier. In that case, the Customer agrees and undertakes that only authentic calling party numbers will be generated. In any event, the Customer shall not display at any time numbers allocated to third parties (not without the third party's express consent in writing) or emergency service numbers. Furthermore, this number must not be a number that connects to a Premium Rate Service (prefixed 09) or to a revenue sharing number that generates excessive or unexpected call charges.
- 6.12 The Customer will fully indemnify the Supplier against all losses, damages, amounts paid by way of settlement, costs and expenses (including legal fees) of whatsoever nature suffered or incurred by the Supplier arising out of or in connection with any actual or potential claims or legal proceedings against the Supplier by a third party because of the Customer's use of the Services in breach of the provisions of these Specific Conditions.
- 6.13 For technical reasons, prior to the Supplier commencing the provision of the Services the Customer must cancel any other VoIP service supplied by another company over the broadband service on the Customer's telephone landline that the Customer wishes to use to receive the Services. The Customer acknowledges that the Services are provided under the Supplier's Fair Usage Policy which can be found at www.greencitysolutions.co.uk/fairusage

7. CHARGES

- 7.1 The Customer shall be liable for the Charges in respect of the Services at the rates specified in these Specific Conditions.
- 7.2 In addition to the Charges, the Supplier will also be entitled to charge and the Customer shall be liable for further amounts in respect:
 - 7.2.1 reinstating the Services when they have been discontinued due to the Customer's non-payment of the Charges (including any installation or maintenance charges) or due to the Customer's breach of any terms of these Specific Conditions.
 - 7.2.2 moving fees Customer changing address and requesting to transfer the Services to a new address.
- 7.3 Where applicable, the Supplier will charge the Customer a fixed monthly subscription fee per Seat in advance as set out below. The fixed monthly subscription fee per Seat may include an amount to repay the cost of the Supplier Equipment depending on the payment scheme the Customer chose.
- 7.4 Calls not included in per inclusive minutes packages will be charged (and inclusive allowances deducted) in one second increments (with any part seconds rounded up to the nearest second), individual call Charges may be rounded dependent upon the call tariff or package chosen by the Customer and the total call Charges rounded up to the nearest whole penny. In addition, and notwithstanding the preceding sentence, there may be a per call connection charge and the details of these call connection charges will be specified in the Tariff Sheet.
- 7.5 The Supplier's Fair Usage Policy applies to all call tariffs or packages and the Supplier reserves the right to disconnect or to switch the Customer to a more appropriate tariff at any time in the event of excessive call volumes being made.
- 7.6 If a broadband provider or underlying carrier of the Supplier increases the costs payable by the Supplier in respect of any element of the Services, then the Supplier shall be entitled to increase the Charges payable in respect of such element on a pro rata basis. The Supplier shall provide the Customer with as much notice of any increase of the Charges as is reasonably practicable in all the circumstances, having regard to (among other things) the amount of notice provided to the Supplier by the relevant third party provider in relation to the increase of the costs payable by the Supplier.

- 7.7 The Supplier may also increase the Charges by giving the Customer 30 days' written notice. Without limitation, such notice may be contained in the billing information provided to the Customer.
- 7.8 The Customer's liability for Charges starts from the Start Date whether or not use is made of the Hosted Phone Systems Services. The Customer is liable for the Charges even where the Hosted Phone Systems Services are used or calls are made by third parties either with or without the Customer's knowledge or consent.