

**ICUK Computing Services Limited**  
**FIXED LINE VOICE SERVICES SCHEDULE FOR RESELLERS**

**Last Updated: 27<sup>th</sup> April 2017**

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## Definitions and Interpretation

This Service Schedule is appended to the Master Services Agreement. In this Agreement the following terms shall have the following meanings:

<b>"Call"</b>	a Message provided by means of the Services;
<b>"Caller Line Identity" or "CLI"</b>	the identity of the calling party initiating a Call being (in most circumstances) the telephone number of the calling party;
<b>"Carrier Network"</b>	the communications network or networks selected from time to time by ICUK for the purposes of conveying Calls;
<b>"Carrier Pre-Selection"</b>	Carrier Pre-Selection ("CPS") is a mechanism that allows end-users to select, in advance, alternative Communications Providers to carry their calls without having to dial a prefix or install any special equipment at their premises. The end-user subscribes to the services of ICUK and chooses the calls to be carried by them. The reseller and provider to the end user is billed for these calls by ICUK;
<b>"Call Data Records" or "CDRs"</b>	an electronic record of each Call passing through the Carrier Network as recorded by ICUK for the purpose of information and guidance only;
<b>"General Condition 22"</b>	General Condition of Entitlement 22 (GC22) on the Sales and Marketing of Fixed Line Telephony Services as may be amended from time to time, the current version of which is set out on the Ofcom website: <a href="https://goo.gl/LYlqBk">https://goo.gl/LYlqBk</a>
<b>"Indirect Access"</b>	the method of routing a Call by utilising a third party telecommunications operator to collect the Call from a User and to route it onwards to the Carrier Network;
<b>"Message"</b>	anything contained within paragraphs (a) to (d) (inclusive) of sub-section 4(1) of the Telecommunications Act 1984;
<b>"Monthly Call Data Records"</b>	an electronic record of each Call passing through the Carrier Network as recorded by ICUK for the purpose of enabling the Client to generate End User bills;
<b>"Provisioning"</b>	the manner in which Indirect Access is activated for Users (and whereby ICUK customer services and billing departments are notified of the relevant details);
<b>"Rate Card"</b>	the rate card containing the Rates as set out at within the ICUK reseller control panel as may be updated from time to time in accordance with this Agreement;
<b>"Rates"</b>	a rate per minute for all Traffic routed via a Carrier Network as set out in the Rate Card;
<b>"Services Description"</b>	the description of the Services issued by ICUK from time to time, the current version of the Services Description being set out on our website;
<b>"Services"</b>	the wholesale communications services to be supplied to the Client (including Indirect Access, CPS, Wholesale Calls, and Geographic Number Translation Services), as detailed more particularly in the Services Description;
<b>"Wholesale Access"</b>	a service allowing the Client to offer their own-branded telephony services such as analogue and digital line rental products to Users and sub-resellers;
<b>"Wholesale Line Rental"</b>	Wholesale line rental ("WLR") is a product that BT is obliged to provide to other Communications Providers. It enables other Communications Providers to offer both line rental and calls to end-users over BT Openreach's local network;

- 1.1. The Condition and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.2. Except to the extent that they are inconsistent with the definitions and interpretations in this Agreement or are otherwise defined in this Agreement, the definitions and interpretations in the Master Agreement shall apply to this Agreement.
- 1.3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4. References to Clauses and Schedules are to the Clauses and Schedules of this Agreement.

## **2. Provision of Services**

- 2.1. ICUK hereby agrees that it will, as and from the date of this Agreement, provide the Services to the Client, on a non-exclusive basis, and shall route such Traffic as it may from time to time receive from Users via a Carrier Network for onward conveyance to the called destinations on the terms set out in this Agreement. In particular:
  - 2.1.1. ICUK will establish the connection of each individual CLI number provided by the Client in accordance with clause 4.2 to a Carrier Network;
  - 2.1.2. Subject to clauses 2.3 and 2.4, ICUK shall use all reasonable endeavours to maintain the Services 24 hours in every day on every day of the year.
- 2.2. Notwithstanding anything in the Services Description, ICUK shall be entitled, upon giving the Client not less than 30 days prior written notice, to:
  - 2.2.1. change the technical specification of any of the Services (provided that any such change does not materially affect the performance of or ability to access the Services) where necessary for legitimate operational reasons, or by reason of statutory or regulatory requirements; and
  - 2.2.2. suspend any of the Services for legitimate operational reasons, or in an emergency, or in accordance with clause 9 of the Master Service Agreement. PROVIDED ALWAYS that ICUK shall act in good faith in exercising its rights under this Clause 2.2 and shall use its reasonable endeavours to keep the period of any suspension(s) of the Service under clause 2.2.2 to an absolute minimum.
- 2.3. ICUK does not warrant that the Services will be free from faults or free from interruptions, and shall not be liable for any failure to provide the Services arising from a technical failure or other reason outside of ICUK's reasonable control. ICUK shall however use all reasonable endeavours to remedy any fault which significantly impairs performance of the Services as soon as reasonably practicable following ICUK becoming aware of any such fault or being notified of the same by the Client.
- 2.4. Save where a live line rental exists in relation to the applicable CLI's, ICUK shall, on 30 days' written notice given to the Client be entitled to delete CLIs which have not been used to access any Service for the previous six months.
- 2.5. ICUK agrees that it will use reasonable endeavours to provide and maintain sufficient capacity for Users' requirements.

## **3. Applicable Rates**

- 3.1. In consideration of the provision by ICUK of Services, the Client agrees to pay ICUK for the same on the basis of a rate per minute for all Traffic routed via a Carrier Network. Calls shall be billed in one-second units. The individual Calls are billed up to the nearest £0.001 and total call charges rounded up to the nearest £0.001. There shall be no other charges, including but not limited to call set up charge and no minimum charge, unless otherwise stated in the Rate Card. The Rate Card may be varied by ICUK at any time on not less than 30 days' notice to the Client.

## **4. Obligations of the Reseller**

- 4.1. At all times during this Agreement the Client undertakes to:
  - 4.1.1. route Indirect Access, CPS and Wholesale Call Traffic for its Users via a Carrier Network as notified to the Client with effect from the date of this Agreement;

- 4.1.2. use the Services (and procure that all Users use the Services) in accordance with:
  - 4.1.2.1. such instructions and conditions as may be notified in writing to the Client by ICUK from time to time;
  - 4.1.2.2. the relevant provisions of the Act and any authorisation granted pursuant to the;
  - 4.1.2.3. General Condition 22; and
  - 4.1.2.4. any direction of the Director General of Telecommunications, Ofcom or other competent authority which applies to the provision of communications services by the; and
  - 4.1.2.5. any Acceptable Use Policy currently posted on ICUK's website or otherwise notified to the Client,
- 4.1.3. not use (and shall procure that the Users shall not use) the Services:
  - 4.1.3.1. for the transmission of material which is offensive abusive, indecent, obscene or menacing or which does or is intended to cause annoyance, inconvenience or worry, or which is fraudulent or defamatory or which (in the reasonable opinion of ICUK brings the name of ICUK into disrepute; or
  - 4.1.3.2. in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including, without limitation, rights of copyright and confidentiality);
- 4.1.4. not (and shall procure that the Users shall not) connect or cause or suffer any equipment to be connected to any apparatus providing the Services other than equipment approved for connection under the Act and ICUK shall not be under any obligation to connect or keep connected any equipment if it is not so approved or if, in the opinion of ICUK, it is liable to cause death, personal injury, damage to or to impair the quality of the Services or a Carrier Network;
- 4.1.5. pay each monthly invoice submitted by ICUK (and any other monies it may owe to ICUK from time to time pursuant to this Agreement) promptly when due;
- 4.1.6. provide ICUK with User contact details in respect of all Users to include name and business address in the event a fault is reported;
- 4.1.7. be liable for the cost (in the case of 'line only' contracts) of all Calls passed over the line at the rate in the ICUK's then Standard Rate Card;
- 4.1.8. be liable for the cost (in the case of 'line only' contracts) of fault management, BT call out and any network charges;
- 4.1.9. be liable for the cost of any mis-selling action or Ofcom or Ombudsman award to any User levied against ICUK that was wholly incurred through the Client's sales process; and

## **5. Commencement and Duration of this Service Schedule**

- 5.1. This Service Schedule commences on the date that it is signed by duly authorised representatives of ICUK and will continue unless or until terminated by either party under the terms of the Agreement.
- 5.2. All individual services, including Wholesale Line Rental and CPS are subject to thirty day minimum terms from the commencement date of each individual service unless specified or agreed otherwise.

## **6. Invoicing**

- 6.1. By no later than the 10th of each calendar month, ICUK will prepare and send to the Client a monthly invoice detailing:
  - 6.1.1. all connection and individual Call Traffic costs;
  - 6.1.2. the registered Traffic (minutes per destination) carried by the Carrier Network during that month, and the amounts due in respect thereof which shall be equal to the total cost of each Call; and
  - 6.1.3. any other applicable charges arising in respect of the Services provided by ICUK to the Client (or to the Users) during that month.
- 6.2. ICUK will endeavour to provide the Client with Daily Call Data Records for information only and on a monthly basis a full Monthly CDR for billing purposes on or before the fifth (5th) working day of the month following the month in which the

Traffic is generated, which will permit the Client to generate a bill for each User. ICUK assumes no liability for costs incurred through the Client using Daily CDRs for billing purposes.

## **7. Commission Charges**

- 7.1. ICUK applies commission charges as a percentage of profit made by the Reseller on call charges;
- 7.2. It is a fixed percentage;
- 7.3. Commission charges appear on the same invoice as the wholesale costs of the calls;
- 7.4. The statements page within the control panel provides a breakdown showing wholesale charges, retail charges, and profits made per line and per customer;
- 7.5. Commission charges are **not applicable to any other wholesale service purchased from ICUK**;

## **8. License**

This Agreement is subject to and conditional upon the Client obtaining and retaining of all authorisations, licences, consents or other permissions required to enable the provision by ICUK of the Services, and the provision by the Client of services to its Users.

## **SCHEDULE 2**

For confirmation of our rates for calls and WLR please refer to the ICUK Control Panel wholesale pricing pages.