

## **Hosted Voice Terms & Conditions**

### **General Terms**

- 1. Quotes are valid for 30 days. Prices are subject to VAT
- 2. Quotes should be used for budgetary purposes only and are subject to a site survey and current infrastructure at your premises.
- 3. This order is subject to the terms stated below & Class Networks Business Terms and Conditions which are available on its website www.classnetworks.com and the Customer confirms it agrees to those terms and conditions by signing this order form.
- 4. Each license purchased by the Customer represents the Customer purchasing a right to use the Class Hosted Voice platform in respect of that license for its minimum contract term.
- 5. Rental will be charged monthly in advance commencing as individual services go live.
- 6. Class Networks will make arrangements for specified equipment to be sent to the Customer's business address shown above, unless otherwise advised. Delivery charges will apply.
- 7. A dedicated Class Networks voice broadband & analogue line must be taken with this service. We do not recommend the use of this connection for Internet (data) access or services other than for Class's Hosted Voice product.
- 8. Using the dedicated broadband or analogue line for services other than the specified Hosted Voice is undertaken at the customer's own risk and will result in Class Networks being unable to support the continuity of Hosted Voice services and calls.
- 9. If the customer chooses to use alternative connectivity and/or handsets Class Networks is unable to guarantee the level of service.
- 10. By signing this order, the customer confirms that a minimum CAT5e cabling and power is provided and in working order and a spare Ethernet socket is within 1.5 metres of each phone. If Class Networks arrive on site to install and this isn't in place, then additional charges will apply.
- 11. Installation of the service should be undertaken by your System Administrator. Class Networks can provide an installation service if required.
- 12. Each Class Networks user licence is specific to the Customer and may not be assigned to any third party without the written consent of Class Networks.
- 13. All invoices are subject to 30-day payment terms. Invoices paid late could be subject to interest and or suspension of services.
- 14. All prices are subject to change with Class Networks providing 30 days' notice. Price changes will be communicated via the Class Networks pricing notification page on the Class website.
- 15. Class Networks reserves the right to raise and backdate charges for any services supplied to the Customer that have previously not been invoiced.

## Contract Term

- 16. Minimum Contract Term: as stated on the order form.
- 17. Service Commencement Date: The date that all services stated on the Order Form are live.
- 18. The Minimum Contract Term shall start from the Service Commencement Date and is applicable to all services on the Order Form.















- 19. Each User License and Handset monthly rental charge is subject to the Minimum Contract Term. The Customer may order additional User Licenses at any time by sending a request order to Class Networks and the Customer agrees each request order will be bound by the terms of this Contract and a new Minimum Contract Term.
- 20. Handsets for additional User Licenses ordered by the Customer must be purchased from Class Networks as published on the Class Networks Standard Price List.
- 21. At the end of the Minimum Contract Term the Customer can terminate this agreement by giving Class Networks 30 days' written notice.
- 22. The Customer will continue to be charged up until Services have been ceased or transferred away.
- 23. At the end of the Minimum Contract Term each service and User License will revert to the Class Networks Standard Price List as published at that time.

## Pre-requisites and Installation

- 24. The service is delivered over a data connection. If a dedicated voice internet connection is not used, then Class Networks is unable to guarantee the quality of the voice service.
- 25. Should the customer choose to utilise a data service or firewall not purchased from Class Networks, the customer or their agents shall be responsible for the configuration and maintenance of those services. In such circumstances, Class Networks shall provide confirmation of configuration requirements.
- 26. A minimum of 100kbps of upload speed is required per concurrent call.
- 27. The service is sold as a customer self-install system. On-site installation will incur additional charges.

## Support

- 28. Equipment charges will be invoiced separately in advance and payment is required before delivery of equipment.
- 29. Service support is available within the contract period. Standard Support hours are Monday to Friday 0830-1730 excluding UK Public Holidays. Extended support coverage is available on request. Refer to Class Networks Customer Service Manual for support details.
- 30. Class Networks shall fully support and ensure the proper working of the core Hosted Voice platform.
- 31. Support of the Hosted Voice services on a customer's site shall be provided remotely.
- 32. It is the customer's responsibility to ensure Class Networks can access the LAN (Local Area Network) on which the Hosted Voice are situated. Access to the LAN shall be granted to Class Networks for the purposes of diagnosing incidents and provide support for Hosted Voice services.
- 33. Where a customer is unable to provide remote access but requires support, Class Networks reserves the right to charge an engineer's time for site visits. Class Networks standard engineering rates shall apply unless otherwise stated.
- 34. Should a support issue require a site visit an engineer will attend site during standard support hours and require access to all equipment.
- 35. Should access not be available at the time of the engineer attending site then charges for a missed appointment will be charged.















- 36. Should the fault be related to equipment or services not managed by Class Networks then charges for the visit will apply.
- 37. The Service Availability Target is 99.9% for the core Hosted Voice platform.
- 38. This measure excludes all scheduled maintenance and emergency maintenance windows.
- 39. This measure is based upon Class Networks' calculations of Hosted Voice Platform availability over a given calendar month.
- 40. Class Networks can only support services and hardware which it has provided for the use of Hosted Voice. Services and hardware provided by third parties will be the responsibility of the customer to manage and support.
- 41. Class Networks will not charge the Customer for completing simple Move, Add or Change (MAC) requests so long as each MAC request takes no longer than 15 minutes to complete and is within the Fair Usage Allowance as stated below. MAC requests will be dealt with and completed on a best endeavours basis.
- 42. Fair usage policy related to MACs and change request is listed below. Class reserves the right to charge for any requests above these stated levels.

Figure 1: Fair Usage Policy for Moves Adds Changes (MACS):

Number of Hosted Voice Licences (purchased by a customer)	Number of MACs included in fair usage policy (per calendar month that take not more than 15 minutes)
1 to 10	4
11 to 20	8
>21	12

43. Should a MAC request be deemed by Class Networks to take longer than 15 minutes to complete then Class Networks shall provide a quote to the customer. Chargeable MAC requests shall not be actioned by Class Networks until the customer has accepted the quote.

# **Usage Charges**

- 44. Unlimited calls package includes calls to UK Landlines and UK Mobiles (Vodafone, EE, O2 and Three Networks) and is subject to a fair usage policy of 2000 minutes per user licence per month. Class Networks will advise the Customer should the fair usage policy be exceeded. Should the Customer exceed the fair usage policy for 3 consecutive months then Class Networks reserve the right to withdraw the Unlimited Calls package upon 30 days' notice and charge the Customer at Class Standard Pricing for all calls exceeding 2000 minutes per month
- 45. A full list of all call charges outside of the unlimited call package is available on request.
- 46. Hosted Voice Connectivity (Broadband/Fibre Broadband) has a fair usage policy of 500GB of data usage per month.















### **Termination**

- 47. Should the Customer cease or transfer away any or all Services within the Minimum Contract Term or before the expiry of the 30 days written notice period the Customer shall pay Termination Charges calculated as the balance of rentals due for all services from the date of termination to the end of the Minimum Contract Term. The Customer agrees to pay the Termination Charges within 30 days of the date of invoice for Termination Charges
- 48. Should the Customer port any or all of its telephone numbers to another Service Provider then the Customer shall pay Class Networks a porting charge of £20 for each telephone number ported away.
- 49. For all broadband and Fibre broadband connections the following charges could apply. All ceased, cancelled, regraded or migrated orders and missed appointments will be subject to the relevant charges as per the table below (charges are subject to change). These are in addition to any charges outside of broadband and fibre broadband connectivity.

Cease Charge (at any time after installation)	£45.00
Post Order (but prior to installation) Cancellation Charge	£40.00
Migration away	£15.00
LLU Migration	£40.00
Regrade	£20.00
Missed Appointment Charge	£123.50

### Hardware

- 50. All equipment and Handsets provided to the Customer by Class Networks as part of the monthly rental charges remain the property of Class Networks unless purchased directly and paid for by the Customer. All equipment and Handsets provided by Class Networks not purchased by the Customer must be returned to Class Networks in good working order subject to reasonable wear and tear within seven days of termination of this Agreement. Should any equipment and Handsets not be returned in good working order and within the seven days then Class Networks shall invoice, and the Customer shall pay for the cost of equipment and handsets as published on Class Networks Standard Price List.
- 51. Upon termination of this Agreement and at the end of any notice period, any Handsets which have been purchased from Class Networks by the customer can be factory reset upon written request allowing the customer to continue to use these handsets on any other platform.
- 52. Any Handsets which have been rented, shall not be factory reset.
- 53. Structured cabling is not covered under the Hosted Voice service. Faults resulting from failure in the customers structured cabling will be referred to the customer. Moves and changes of structured cabling are not included as part of the service. A separate structured Cabling Service can be provided by Class Networks on request.















- 54. All hardware supplied by Class Networks is covered by a manufacturer's one-year warranty. Faulty equipment should be reported to our helpdesk. It can take up to 14 days to provide a replacement. Delivery charges will apply for sending any replacement equipment. If an additional engineer visit is required, then this will be chargeable and will be arranged within usual working hours.
- 55. Any hardware purchased from Class Networks that fails or needs to be replaced after the 1-year manufacturer's warranty has elapsed shall be chargeable to the end customer.
- 56. Any hardware not provided by or purchased from Class Networks such as POE switches which the customer uses for the purposes of running the Hosted Voice service, shall not be covered by this support agreement. The Customer remains responsible for the proper maintenance and as necessary replacement of any devices or hardware which have not been purchased through Class Networks.











