



Horizon Services

SERVICE DESCRIPTION

including Terms & Conditions

HORIZON v3

CONTENTS

1. What is Horizon?	4
2. Horizon Overview	4
3. Premium Handsets	4
4. Horizon Web Portal and Clients	4
5. Gamma Access and Network	4
6. Broadsoft Call Controller Platform	5
7. Hardware	5
8. Subscriptions	5
9. Fair Use Policy	6
10. Bolt-Ons	6
11. Integrator	6
12. Integration with MS Lync ® status (on a call or DND) Integrator CRM	7
13. Desktop Softphone	7
14. Smartphone App - Android & iOS	8
15. Desktop and Mobile Clients Usage Guidelines	8
16. Software Client Functional Comparison	8
17. Receptionist Console	9
18. Live Data Feeds	9
19. Call Queue Group	9
20. Call Recording Storage	9
21. Call Termination and Call Barring	9
22. Local Dialling	10
23. DTMF	10
24. Non-Geographic numbers	10
25. CLI Presentation	10

26. Call Divert	10
27. Emergency Services Support	11
28. Call Services not supported	11
29. Alpha Tagging	11
30. Network Access	11
31. Setting up the Horizon service	12
32. Declaration	12
Appendix 1: Feature Explanation	13
Annex: Vivio General Terms & Conditions and Managed Services Terms & Conditions	17

SERVICE DESCRIPTION V1

Unless otherwise stated:

capitalised terms used in this Service Description have the meanings stated in the terms and conditions in the annex to this document (the “Terms”).

This Service Description is a generic document which describes in detail the range of Horizon telecommunications Services that may be offered by Vivio. The Services to be provided under a Services Agreement will be specified in the Order Form and (if applicable) a Statement of Work and, for the avoidance of doubt, Vivio will have no obligation to provide Services set out in this Service Description if they are not specified in the Order Form or Statement of Work.

1. What is Horizon?

Horizon is a complete communications service for business that provides an extensive range of fixed and mobile telephony capabilities through easy to use web and mobile interfaces. The service allows you, the administrator, to easily manage your business telephony environment whilst enabling your employees to maximize their productivity. The service offers a range of clever features and an emphasis on control and administration through the web that takes the burden away from your IT team. For administrators, you can quickly configure the system according to your organisation’s changing requirements, whilst your employees can manage calls easily and effectively through additional services such as desktop and mobile client software.

Horizon is suitable for any sized business looking to improve their productivity and image, or take a step into the many benefits of Hosted and Cloud Telephony.

2. Horizon Overview

Horizon is made up of a winning formula of industry leading systems and services, and can be built as a complete package, or can be added to preferred suppliers to offer a complete and winning formula for Hosted telephony.



3. Premium Handsets

Horizon is provided using Cisco or Polycom handsets, providing high standards of interoperability and features from manufacturers you know and trust. Unlike other solutions, an installation can combine manufacturers in any configuration to ensure the best handset is used for the customer’s requirement.

4. Horizon Web Portal and Clients

Horizon’s web portal has been specifically designed by Gamma’s in house development teams to provide a positive and intuitive user experience when making and receiving calls, configuring the service and monitoring performance. Through the web portal a wide range of features can be configured and managed either at a company, site (location), or individual user level giving full and easy control of an entire telephony environment, even over multiple sites. A number of mobile and desktop clients extend key functionality to the user’s desktop and mobile phone and provide advanced features such as messaging, presence, CRM integration and, specifically for mobile clients., the ability to take an receive calls from anywhere.

5. Gamma Access and Network

The Gamma network is one of the UK’s largest Tier 1 providers of voice and data services, switching in excess of 800 million minutes per month over our soft switch infrastructure. Their Next Generation architecture, which interconnects to BT at 650 local exchanges, has been specifically designed to:

- Support the end to end automation of customer transactions between our Portal and Network platforms

- Facilitate the rapid development and deployment of new product functionality
- Ensure very high levels of system availability through multiple layers of technical and geographic resilience
- Interconnect with a range of ISPs and Community based networks such as JANET

We also strongly recommend that Horizon is provided using Gamma’s wide range of Data products. For small site offices, we offer a range of voice focused and guaranteed connections through our IP Assured range, whereas for head offices or larger deployments requiring data access also, fully converged Ethernet and EFM solutions are available. Through using the Gamma access solutions your voice traffic will never leave the network when making or receiving calls, ensuring focus on quality business IP connections is provided on every call. What’s more, should an issue occur, there is only one phone call needed to a helpdesk who has sight of the entire call route from your site, and is in complete control of resolving your issue.

6. Broadsoft Call Controller platform

At the heart of the Horizon product and combined seamlessly with the Gamma IP network is the world’s leading call controller platform from Broadsoft. Supporting millions of business users worldwide with the broadest feature set and sole focus on delivering the richest user experience in Unified Communications, Horizon has a cutting edge roadmap to ensure all your user requirements are met both now and in the future.

7. Hardware

The choice of end customer hardware will depend on the features required for a particular user, or may just stem from a preference between the brands. All phones used with the Horizon offering are ordered and dispatched through Gamma to ensure the correct configuration is applied. Please note, all hardware is sold with the Horizon settings pre-configured. Gamma does not offer a service to unlock the handset and remove these settings at the end of a customer contract.

Gamma does not support any 3rd party handsets. Please be aware Gamma does not support the use of Fax with an analogue adaptor on Horizon.

8. Subscriptions

Unlike other hosted offerings we don’t break down each component of a customer’s phone system and charge you for each item, but instead provide you a single subscription per user which covers all requirements from Call Forwarding to Call Recording. We then apply a defined set of group capabilities such as Auto Attendants and Hunt Groups, based on the number of users requested. For each order placed with Gamma a recommended amount of Auto Attendants, Hunt Groups and Voicemails will be suggested however can be adjusted as needed for specific customer deployments

Across each subscription, the following feature set is available:

Account codes	Ad Hoc Conferencing
Authentication	Anonymous Call Rejection
Automatic Call Back	Authorisation codes
Call Admission Control	Busy Lamp Fields
Call Forward Busy	Call Forward Always
Call Forward Not Reachable	Call Forward No Answer
Call Log/history (Top 10 missed, received, dialled)	Call From Anywhere (Remote Office)
Call Notify by Email	Call me Anywhere (Twining)
Call Pickup	Call Park
Call Recording Inbound	Call Return
Call Transfer	Call Recording Outbound
Calling Line Id Blocking	Call Waiting
Calling line Id Delivery (Internal)	Calling line id Delivery (External)
Calling Policy	Calling Name Retrieval
Diversion inhibitor	Call Hold
Device Customisation	Do not Disturb
Hot Desk	Group Paging
Hunt Group – Circular	Hunt Group – Regular
Hunt Group – Simultaneous	Hunt Group – Uniform

Hunt Group – Weighted Distribution	Instant Group Call
Last Number Redial	Music on Hold
Music on Hold User	Pre-set availability Profiles
Number Presentation	Scheduling on Auto Attendant
Selective Call Rejection	Scheduling on Hunt Group
Sequential Ring	Speed Dials
Voice Messaging – User and Hunt Group	

For feature explanations for the above, please refer to Appendix 1 of this document.

9. Fair Use Policy

Whilst we do not charge per feature and aim to provide unlimited access to the relevant feature groups, we do have to ensure we provide equal access to services over the Horizon platform for all customers. Gamma may at times perform retrieval projects to re-claim features allocated but not in use, where no justifiable reason has been given for their allocation.

10. Bolt-Ons

Bolt-Ons have been designed outside of the core Horizon service in order to add further and more specialised customisation of the core Horizon service.

The following bolt-Ons are available to all customers:

- Integrator Desktop Client with optional CRM integration
- PC Desktop Softphone
- Smartphone App - Android & iOS
- Receptionist Console
- Live Data Feeds (for Akixi Call Management Reporting Service)
- Call Queue Group
- Call Recording Storage
- Call Centre Agent
- Call Centre Agent Client
- Call Centre Supervisor Client

11. Integrator

Integrator is a powerful piece of software that all allows a user to control their Horizon service from their desktop without having to log in to their Horizon portal or navigate through phone menus. In addition, the software integrates with a user's Outlook program making contacts easily accessible and dial-able from Outlook and the desktop. Accessing key features and settings becomes very quick and easy, and finding and dialling contacts very fast - helping users to work more efficiently and be more productive. Telephony presence (with Click to Dial) is also provided for up to 20 work colleagues, definable by each user. Furthermore, for those businesses who use Microsoft Lync®, they will enjoy the benefit provided by the integration of Horizon's phone status with a user's Lync status (on a call or DND).

Key features provided are:

- Click to Dial from Outlook®
- Screen popping from Outlook® contacts and Horizon Company Directory
- Click to Dial from web pages
- In-call control features – hang up, hold, deflect, consult and transfer
- Desktop feature control – Do Not Disturb and Forward All Calls
- Desktop Address with Click to Dial (searches Horizon Company Directory and Outlook Contacts)
- Desktop Call History
- Desktop Recent Call Search
- Telephony Presence (with Click to Dial)

12. Integration with MS Lync® status (on a call or DND) Integrator CRM

Integrator CRM provides the full functionality and associated benefits of Integrator, as well as providing integration with 20 of the top CRM systems in the UK market today. The additional CRM functionality provides screen popping and click to dial from the chosen CRM and integrates it with certain desktop features such as desktop contacts searching.

The following CRMs are supported:

CRM	Versions Supported
eGroupware	1.0 - 1.8
GoldMine	5.5 - 9.2
LDAP	N/A
Lotus Notes	7 - 8.5
Maximizer	9 - 12
Microsoft Access	2000 - 2013

Microsoft Dynamics CRM	3, 4, 2011 & Office 365
Microsoft Dynamics NAV	4, 5 & 2013
Microsoft Outlook 32 bit	2000 - 2013
Microsoft Outlook 64 bit	2010 - 2013
National Directories	Eniro (SWE), tel.search.ch (SWI), Infobel (BEL)
NetSuite	11
Sage 50 Accounts (UK Edition)	2008 - 2013
Sage 50 Accounts (US Edition)	2012 - 2013
Sage Act!	2008 - 2013
Sage CRM	7.0 - 7.1
Sage SalesLogix	7.2 - 7.5
Salesforce	Enterprise
Sugar CRM	5.0 - 6.6
SuperOffice	6.1 - 7.1
vTiger	5
Zoho	4

13. Desktop Softphone

This desktop client allows user to make and receive calls from their PC (using an appropriate headset), as well as quickly accessing key settings for their Horizon service. This is an ideal bolt-on for users who often work remotely; work from different locations where it is not practical to install a handset or who are regularly on the move with access to Wi-Fi (e.g. hotel stays). In addition to the above the softphone also provides presence and instant messaging between users who also have a softphone (or smartphone app).

The key features provided are as follows:

- Make and receive calls
- Instant messaging and presence (includes Group Chat with up to 4 participants)
- Horizon company directory (with Click to Call from the softphone itself or the user's desk phone)

- Call history (with Click to Call from softphone or desk phone)
- Desktop dialler
- Settings management
- Twinning
- Remote office
- Forward calls
- DND
- Withhold my number

14. Smartphone App - Android & iOS

The Smartphone app allows a user to make and receive calls on a mobile device, as well accessing key setting for their service. It provides all the same functionality as the desktop client above, with the exception of Click to Call and Group Chat. This is an ideal bolt-on for users who often work remotely or who are regularly on the move with access to Wi-Fi (e.g. hotel stays).

15. Desktop and Mobile Clients Usage Guidelines

Please carefully consider the following advice on the use of mobile and desktop clients:

We cannot guarantee any aspect of setting up and conducting a Horizon call over any mobile network, whether using a Horizon mobile client or desktop client on a tethered laptop. Mobile networks provide no prioritisation of signalling and voice payload packets and some networks will either block or slow down VoIP packets. Using the clients over 3/4G will consume data that may either result in charges being raised by the user's mobile operator or be counted against the user's monthly data allowance.

16. Software Client Functional Comparison

The below table compares the features available with each client:

Functionality	Integrator	Integrator – CRM	Desktop Softphone*	Smartphone App **
Click to Dial from Outlook Contact Directory	Yes	Yes	No	No
Click to Dial from a Web Page	Yes	Yes	No	No
Click to Dial from a CRM System	No	Yes ~	No	No
Screen Popping of Contact Name from Outlook Directory	Yes	Yes	No	No
Screen Popping of Contact Name from CRM Directory	No	Yes	No	No
Screen Popping of Contact Name from Horizon Directory	Yes (Company Directory)^	Yes (Company Directory)^	Yes (Company Directory)^	Yes (Company Directory)^
Softphone – make and receive calls from PC (no separate handset required)	No	No	Yes	Yes

Functionality	Integrator	Integrator – CRM	Desktop Softphone*	Smartphone App **
Call Forwarding	Yes	Yes	Yes	Yes
Do Not Disturb	Yes	Yes	Yes	Yes
Twinning	No	No	Yes	Yes
Desktop Collaboration / File Sharing	No	No	No	No
Video Calling	No	No	No	No

* PC only (MAC not supported until later release), ** Android and iOS only, ~ Internet Explorer only, ^ Not available for the External Company or User Directories, ^^ Only when both parties have an active soft client

17. Receptionist Console

To complement the Horizon web interface a dedicated receptionist console is available to manage incoming calls over a single or multiple site. This console provides the ability to:

- Monitor incoming calls to key numbers over all Horizon sites
- Monitor fixed (200) or dynamic (800) users over all Horizon sites
- Monitor call queues and adjust priority of callers within these queues
- Add notes to contacts to show related information such as leave
- Establish and manage conference calls in the site

The receptionist console is provided when this additional bolt on is provisioned and uses the chosen receptionist user subscription therefore does not incur additional subscription costs over and above the cost of the console bolt on.

18. Live Data Feeds

Horizon is designed to enable the attachment of external offerings utilising Horizon data to complement a channel partner's solution. Where this is requested or offered by Gamma, a secure, read only data feed can be provided in order to extract call information.

19. Call Queue Group

This is a basic simultaneous Hunt Group with the ability, should all users be engaged, to queue up to 25 calls at the network level. Each Call Queue Group can be customized with its own Welcome, Comfort, and Hold music/messaging, and has the added capability of a user breakout. Charging is only applied to a user who can be part of a Call Queue Group; therefore you could have 3 users over multiple groups and only be charged for those 3 users, rather than users per group.

20. Call Recording Storage

This is provided in a range of charging tiers and designed for use with the 'on demand' and 'X% of calls recorded' features over both user and also groups. Please be aware calls are stored for a maximum of 6 months before being deleted

21. Call Termination and Call Barring

Gamma will support voice calls to all UK, mobile and international destinations. Call barring is available for the following destinations:

- UK national – 01, 02, 03.
- UK mobile – 07
- UK Premium Rate (09)
- International – 00, 155
- Directory Enquiries (118 XXX)
- Allow freephone calls

Coupled with this a full company level bar is available with the option to either bar calls, but allow a primary/secondary number, or transfer all outgoing calls to a primary or secondary number

22. Local Dialling

Local dialling, where you dial a number without the area code, is supported on Horizon and a full area code does not need to be dialled for local calls. Please note that the local area is defined as the user’s DDI, or where not assigned the main site DDI that the user is associated to.

23. DTMF

DTMF is supported over Horizon

24. Non-Geographic numbers

Non-geographic numbers (e.g. 0845, 0844, 0870, and 0871) cannot be added or used within the core Horizon system.

25. CLI Presentation

CLI Presentation is supported on Horizon and allows an administrator to present a choice of either the “Site” number, “Withheld / Private” or “User DDI”. The numbers presented have to be Horizon numbers either allocated at point of order or ported to the Horizon product. Alternative Number Presentation is also available where any number owned by an End User can be presented, as long as it meets Ofcom guidance on CLI Presentation.

This means it must be:

- A number that can be reached / dialled
- A number that has been received, from the public network and passed on unchanged
- It will have been allocated either to the caller or if allocated to a 3rd party only used with the 3rd party’s explicit permission
- It must not be a number that generates an excessive call charge (i.e. one prefixed 090 or 091)
- It is supported by an underlying network number and service

For calls to the Emergency Services Operator, the presentation to the Called Party will always be defaulted to the Site Number allocated to the Company, and where address information is stored. Please note that some combinations of CLI presentation and call recording will result in the call recording not recording calls for the call flow required. Please check the Call Recording Interaction guide for further detail.

26. Call Divert

Where call divert is setup from the Horizon user account to an external number then the following rules will be applied:

User Provided CLI / Outgoing Caller ID	Presentation to Called Party *	CDR Record *
Site Number	Site Number	Site Number
Private	The displayed “presentation” to the called party will be dependent on what is supported within the destination network. For example “Unavailable” or “Private Number” may be presented to the called party.	Site Number
Individual CLI	Individual CLI	Individual CLI

* Note: In the case of call divert, the Presentation CLI and CDR Record entry will be a number from the HORIZON Platform, not the originating CLI of the calling party.

27. Emergency Services Support

The emergency services can be accessed through Horizon by dialling either 999/112. When provisioning the Horizon service Gamma will ensure that the site CLI is logged in the emergency services database, with a VoIP service type and address information provided to us. This will ensure that where an emergency call is presented the operator will always aim to confirm the address with the customer because of the nomadic capabilities of these numbers. However aside from this, the call will be handled no differently to a traditional analogue call. For outbound CLI presentation to 999/112 the users DDI number will be used. If the user does not have a DDI number then the site DDI number will be used. Horizon also does not operate identically to traditional phone systems and lines when contacting 999 or 112 emergency services, in that if an underlying component of an IP network fails, calls cannot be made.

Scenarios that could impact the ability to make emergency calls are:

- During a service outage, where an end customer loses connectivity, for example owing to a power outage or the failure of DSL routing equipment
- If an end customer's account has been suspended
- In such circumstances the end customer should ensure they have an analogue phone available to plug into a PSTN line, however in reality it is likely mobile devices will be available to use.
- Other consideration should be given on design and installation for sites where specific issues are known, e.g. power outages and backup power options.

28. Call Services not supported

Horizon does not at present support the following services:

- Analogue phones and devices, although a terminal adapter box can be used to connect these if required
- ISDN Data calls
- Numbers not allocated to the Horizon platform
- International number presentation (we cannot guarantee presentation of a UK CLI across International carriers)

29. Alpha Tagging

With this feature, the handset will display the inbound and outbound caller name. The data is taken from both the company directory and a user's personal directory. The provisioning process remains unchanged for this feature to be active. Please be aware, that this will not work for calls originating from the Soft Clients or the Cisco IP323 DECT handset.

30. Network Access

Horizon like all IP offerings needs to be delivered over a voice focused and well managed network, ensuring that the required amount of bandwidth has been provided based on the number of consecutive calls and codec (G729, 711, 722) being used. Gamma's Data services have been specifically designed to provide this essential connectivity platform on which to run your business communications, and also allow you to run either dedicated pipes for data and voice, or where required a fully converged solution through our Ethernet offerings. Through using Gamma Data services with Horizon you will benefit from:

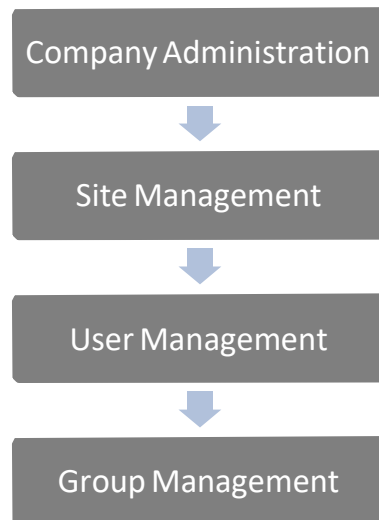
- Your voice traffic never leaving the Gamma network
- Increased accountability with a provider who can see from your customer's site, through to termination of the call
- A connection from a UK provider, with a network focused at routing voice over IP
- Flexible offerings, and dedicated/uncontested bandwidth
- 24/7 monitoring and helpdesks, being proactive and easily contactable, rather than raising a ticket and passing it on.
- Service Level Agreements covering performance, delivery, availability and time to fix.

There are a number of key benefits to using Horizon with Gamma's Data offerings, however Horizon will also work with any 3rd Party data provider, as long as they are able to support the configuration required and detailed in the 3rd Party Access document available on the external knowledgebase. It should be noted that whilst this document describes the relevant configurations for routers and firewalls, this needs to also be implemented on a provider's network as well, otherwise Horizon will not work. Where a 3rd party provider is being used, Gamma & Vivio will be limited in the support they can offer to investigate issues associated to the Access component.

31. Setting up the Horizon service

The Horizon system is based on offering a customer administrator(s) and user roles within the system, where they can access relevant areas of the product offering.

The basic structure and logic of the system is shown below:



Company Administration – The ability to define for the company the call profiles, service options, company portal, and company voice portal amongst other key information and options.

Site Management – The ability to define per site the main site DDI, and additional key information such as Schedules, Music on Hold, and Call Barring

User Management – The ability to create users of the system and assign them a phone to activate the devices supplied. You can also assign a telephone number, decide on any call barring, and give them optional services such as Voicemail, controlled from the system login provided.

Group Management – The ability to manage incoming calls and present a professional image for your company through the use of Auto Attendants and Hunt Groups.

32. Declaration

I hereby agree to be bound by the Terms & Conditions contained in this Horizon Service Description (including Terms & Conditions) and the accompanying Order Form and subsequent Statement of Work (where relevant). I understand that by signing these documents I am entering into a minimum term contract with Vivio for Services as outlined in the Order Form. I confirm that all of the information provided is true or correct and that I am duly authorised to sign on behalf of the organization named.

Appendix 1 – Feature Explanation

Please see below explanation of features available on the Horizon service.

Account codes Enables the tracking of calls made to external parties by prompting users for an account code prior to making a call. Account codes are managed by the administrator of the Company and can be 2 to 14 digits in length. Account codes can also be implemented on a per call basis in which users have the option to enter an account code by dialling the feature access code prior to a call. Once these codes have been used they will appear in the 12th field of the Gamma CDRs, enabling a Channel Partner to implement their billing system to bill accordingly. Please note you can't have Accounts codes activated whilst authorisation codes are in use.

Ad Hoc Conference Enables the ability to invite other participants to a call creating a conference call. Maximum of 4 people partaking.

Advanced Call Recording This feature enables the administrator to search for up to 3 months' worth of recordings. They can download up to 1000 inbound & 1000 outbound recordings in one go and up to 1000 recordings can also be deleted at once.

Anonymous Call Rejection This feature enables a user to reject calls from anonymous parties who have chosen not to present their number. By implementing this service the caller will receive a message stating that the applied number is not receiving anonymous calls.

Authentication This service provides authentication via SIP Registrar and SIP Invite to secure a phone's incoming or outgoing calls with the Horizon service.

Authorisation codes Performs an authorisation of calls made to external parties by prompting a user for an authorisation code prior to making a call. Calls will not be connected unless a valid code is entered. Authorisation codes are managed by the administrator of the Company and can be 2 to 14 digits in length. Please note you can't have Authorisation codes activated whilst account codes are in use.

Automatic Call Back This feature enables a call back to be set when dialling a user within the Horizon group, if a busy tone is received.

Busy Lamp Fields Busy Lamp Fields allows a user to monitor a defined extension by the colour of the lamp of the line key assigned. It also acts as a speed dial which when pushed will call that extension or user.

Call Admission Control This feature provides the ability to limit the number of external calls that can be made from a Horizon site. This can be implemented by the Channel Partner ensuring that the bandwidth that has been scoped for external calls from a customer's site is backed up by a call control to avoid quality issues.

Call Barge The Call Barge feature allows a managing user to connect into an existing call and setup a Three-Way Call. This means that there will be a set of users ([Managing Users](#)) that can Barge-In into calls of a set of users ([Monitored Users](#)) which are configured to be able to be monitored.

Call Centre An extension to the Horizon hosted telephony platform, this add-on service enables businesses to easily manage their call centre environments, boost productivity of call centre agents and the overall efficiency of their call centre and help them deliver a first-rate service to their customers. Additional Licences that can be ordered are:

- Call Centre Agent
- Call Centre Agent Client
- Call Centre Supervisor Client

Call Centre has a separate guide available on the Gamma Knowledge Base

Call Forward Always Allows a user to redirect all incoming calls to an alternative destination. Users have the option to activate and deactivate this service through dialling a feature access code or configuring the service via their web interface.

Call Forward Busy Allows a user to redirect calls to an alternative destination when an incoming call encounters a busy tone. Users have the option to activate and deactivate this service through dialling a feature access code or configuring the service via their web interface.

Call Forward No Answer Allows a user to redirect calls to an alternative destination when an incoming call is not answered within a specified number of rings. Users have the option to activate or deactivate this service through dialling a feature access code or

configuring the service via their web interface.

Call Forward Not Reachable Allows a user to redirect calls to an alternative destination when an incoming call cannot route to the intended user, e.g. faulty line.

Call From Anywhere (Remote Office) Provides the ability for the user to define a location potentially outside of the Horizon service i.e. hotel room, where they can receive and make calls, whilst out of the office. This feature works through re-routing incoming calls to the defined destination, as well as implementing a 2 staged call setup when using click to dial through the Horizon service.

Call Log/History (Top 10 missed, received, dialled) Provides the user with a short term view of both incoming and outgoing calls, and the relevant results of each, through easy to use and interpret graphs displayed on the dashboard of the service.

Call Me Anywhere (Twinning) Allows the user to define one or more locations that can be used as extensions to the user's desk phone. These locations when defined and activated would also ring at the same time as a desk phone when an incoming call is delivered.

Call Notify by Email Provides the ability to define which call types you would like to be notified about via email. This could range from missed calls during business hours through to outgoing calls from devices which should be locked or out of use.

Call Park Enables a call to be parked and retrieved from another phone within the same Call Park group, through using the relevant feature access codes and user extension.

Call Pickup Enables an incoming call to be picked up by another user within a Call Pickup group, through using the relevant feature access code and user extension. If there is more than one call ringing within a Call Pickup group, the call that has been ringing the longest will be retrieved.

Call Return Allows a user to call the last party that called assuming a CLI was presented, regardless of whether or not the call was answered.

Call Recording Inbound and Outbound Provides the ability to record calls both inbound and outbound, over users, hunt groups and auto attendants, so that the recordings can be accessed later through the Horizon system. In order to implement call recording, please refer to the call recording scenario's guide as depending on CLI being presented or incoming call route, some call recording scenarios are not currently available. Additional charges are applied to the maximum storage used within each month.

Call Recording Pause and Resume If a user is recording a call, with sensitive data that does not need to be recording, then a user can pause the recording and resume when they are ready. An example of when this could be used is credit card payments being taken over the phone.

Call Transfer Enables a user to redirect a ringing, active, or held call to another number or directly to voicemail. Prior to forwarding the call a user can choose to answer it and put the caller on hold whilst they contact the 3rd party to be transferred to.

Call Waiting Provides sight of additional incoming calls to the user's device while the user is engaged on another call.

Calling Line ID Blocking Allows a user to block or allow their user identity (name and number) to be presented to a called party.

Calling Line ID Delivery (External) Allows a user to present their user identity (name and number) for external calls.

Calling Line id Delivery (Internal) Allows a user to present their user identity (name and number) for internal calls within the Horizon service

Calling Name Retrieval Provides the ability to deliver a user's name, as well as a number for calls made and received.

Calling Policy Enables an administrator to define the Calling Policies for both site and user to restrict or allow specific call routing, i.e. Call barring

Call Hold Allows a call to be put on hold for any length of time, whilst the user performs other activities.

Distinctive Ring Ability to set different ring tones for external and internal calls

Diversion Inhibitor Enables a user to prevent calls made being redirected again by the called party, i.e. redirecting calls to voicemail when trying to forward a call

Do Not Disturb Allows a user to set their phone to unavailable so that incoming calls are given a busy tone. This feature can be enabled through feature access codes, on supported devices, or through the Horizon GUI.

Group Paging Group Paging is a group feature that allows for unidirectional paging to a group of users by dialling a group paging directory number (DN) or extension.

Hot Desking Provides the ability for any user to login to any device assigned to their Company throughout all sites. A user can log in to a device through either activating the phone on supported devices, or through the Horizon GUI, or Company Voice Portal. When activated that user will have the ability to make and receive calls as themselves, however programmed line keys or BLFs will only show when logged into their assigned device.

Hunt Groups Allows the delivery of incoming calls to users in predetermined and configured routing. Group administrators can choose from any of the following "Hunt" routing, and attach users and configuration as required:

- Circular – sends calls in a fixed order. The call is sent to the first available user on the list, starting with the user following the last user to receive a call
- Regular – sends calls to users in the order they are listed. The call is sent to the first user in the list, always starting with the first user.
- Simultaneous – sends calls to all users within a group. The first user to pick up the phone will have the call routed to them.
- Uniform – sends calls to the user who has been idle the longest. Once a call is completed that user will be moved to the bottom of the list. Calls received but not routed through the Hunt Group will not be applied to this routing.
- Weighted – sends calls to users based on a weighted % of calls to answer. For example out of 10 calls 2 users may be weighted as 40% and 60% meaning 4 calls and 6 calls are delivered as defined to the associated users.

Administrators can also define call waiting to enable calls from outside of the Hunt Group routing to be delivered and answered.

Instant Group Call Provides an instant conference bridge connecting all members within the group. When a member of the group calls the specific group number, all users will receive a call inviting them to join the group. Maximum 20 (members) + 1 (Dialler) (internal or external).

Last Number Redial Enables users to redial the last number they called through supported devices or through a feature access code.

Music on Hold Allows the administrator to setup and maintain audio files that can be used in various call scenarios (e.g. Call Park, Call Hold.....). These files can be recorded through supported devices or uploaded through saved files.

Music on Hold (user) Allows users to enable or disable music on hold on a per call basis, through either a feature access code or via the Horizon GUI. This service is especially useful when attending conference calls or similar where you may wish to put a line on hold.

Pre-set availability Profiles Allows a user to enable a predefined availability profile, in order to implement specific call routing. These are defined as:

- Available in the Office
- Available out of the office
- Busy
- Unavailable

Scheduling Allows the definition of set schedules for business hours, and other company specific events. These schedules can then be implemented over Auto Attendants or Hunt Groups to provide specific routing during set hours or days.

Selective Call Rejection Enables a user to define criteria to prevent incoming calls being delivered, i.e. a black list. This ranges from specific numbers, through to time of day and day of week.

Sequential Ring Allows a user to define a "find me" list of numbers that incoming calls will route to, sequentially. While the incoming call is routed, callers will hear comfort announcements, and can interrupt the search to leave a message. The user must set the number of rings after which the service will move on to the next number.

Site Admin Allows the creation of an administrator who will just manage a single site. This means the Company Admin will still have all the admin capabilities for a company and the Site Admins will have the following facilities for their respective sites within the company.

- Manage Users
- Device Management

- View & Download Call Recordings
- View Statistics

Speed Dials Allows a user to define either 1 or 2 digit speed dials that can be made from their device to key external or internal destinations. Local speed dials can also be established, however we recommend using the system to ensure both the phone and Horizon GUI is in sync.

Voice Messaging Enables voicemail services to be established either against users or hunt groups so that messages can be left and accessed by users. Please note that Horizon does not display voicemails in its system, but enables a Voicemail to email function or access via the Horizon devices.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Act: the Telecommunications Act 1984 and any subsequent or related legislation.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.7.

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions and the Specific Terms.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Delivery Location: has the meaning set out in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 15.1.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any description in any brochures, that is agreed in writing by the Customer and the Supplier.

Incentives: means any redemptions or similar promotional deals which provide to the Customer a financial incentive or rebate or the provision of Products free of charge or at a discounted rate from the ordinary retail price when entering into a Contract and which shall be as set out in the Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Minimum Period: the minimum period of duration of the Contract as set out in the Order.

Mobile Phone Equipment: any cellular or landline telephone but excluding any cellular or landline equipment owned by the Customer as at the date of the Contract.

Network Provider: the telecommunications company which provides, amongst other things, the mobile network and telecommunications infrastructure for the Goods.

Network Provider Agreement: the agreement between the Network Provider and the Customer in respect of the provision of an element of the Services by the Network Provider to the Customer as set out in clause 7.4.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Supplier's quotation.

Services: the services, supplied either by the Supplier or the Network Provider to the Customer as set out in the Service Specification below.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Specific Terms: any terms and conditions set out in the Order.

Supplier: Vivio Limited registered in England and Wales with company number 04237192.

Supplier Materials: has the meaning set out in clause 8.1(g).

1.2 Construction. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (e) in the case of conflict between these Conditions and the Specific Terms the Specific Terms shall take priority; and
- (f) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Subject to clauses 2.5 and 2.6, and in the event of conflict, the Conditions are to be read in priority to the Specific Terms and any document incorporated by reference and the document higher in the order of precedence will prevail to resolve the conflict.

2.5 A provision in the Specific Terms shall override a provision in the Conditions with which it is in conflict if and only if the provision in the Specific Term expressly refers to, and states its intention to override, the provisions of the Conditions.

2.6 A Specific Term shall only amend a provision in the Conditions as regards the transaction effected by that Order and shall not amend the Conditions generally or in respect of the transaction effected by any other Order.

2.7 Any samples, drawings, descriptive matter or advertising or third party material (including but not limited to tariff or call rate sheets) issued by the Supplier or a Network Provider and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's or a third party's or Network Provider's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.8 These Conditions apply to the Contract to the exclusion of any other terms other than the Specific Terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.9 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.10 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

3.1 The Goods are described in the Order as modified by any applicable Goods Specification.

3.2 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements or the relevant Network Provider.

4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that:

- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6 If the Customer fails to accept or take delivery of the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the 3 Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If 3 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5. QUALITY OF GOODS**
- 5.1 The Customer has selected the Goods using its own skill and judgement and accepts responsibility for doing so. The Supplier does not warrant that the Goods will be fit for purposes intended by the Customer or that use of the Goods will be uninterrupted or error free.
- 5.2 If the Customer does not obtain direct from the manufacturer or supplier express warranties about the Goods, the Supplier will use reasonable endeavours, on request and at the Customer's cost, to transfer any transferable warranties the Supplier has for the Goods to the Customer, using the Supplier's standard form.
- 5.3 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 6. TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the later of the fulfilment of any minimum term of any Network Provider Agreement and the Supplier receiving payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(m); and
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(m), then, without limiting any other right or remedy the Supplier may have:
- (a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- (b) the Supplier may at any time:
- (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7. SUPPLY OF SERVICES**
- 7.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects. The Customer has selected the Services using its own skill and judgement and accepts responsibility for doing so. The Supplier does not warrant that the Services will be fit for purposes intended by the Customer or that use of the Services will be uninterrupted or error free. The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements or the relevant Network Provider.
- 7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.4 Where any element of the Services is to be provided by the Network Provider the Customer shall if required enter into an agreement with the Network Provider in respect of such Services.
- 7.5 The Supplier warrants to the Customer that the Services (other than those to be provided under the Network Provider Agreement) will be provided using reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

- (a) ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- (h) be responsible for the safe keeping and safe use of any Goods provided to it during the term of the Contract. In particular, the Customer agrees during the term of the Contract to use all Goods with reasonable care in accordance with their relevant operating specifications or manufacturer's instructions, and not to use any Goods in conjunction with any equipment which the Supplier, or the manufacturer of the Goods, did not supply or otherwise approve of in advance;
- (i) comply with its obligations pursuant to the Contract and the Network Provider Agreement.

8.2 The Customer shall use all applicable Goods in accordance with the Act. The Supplier shall not be under any obligation to connect or keep connected any Goods or equipment if it does not comply with the Act or if in the reasonable opinion of the Supplier it is likely to cause death, personal injury, and damage or to impair the quality of the Services.

8.3 The Customer shall ensure that each such item of Mobile Phone Equipment which is the subject of a Network Provider Agreement makes an average of at least 10 minutes per month of outbound calls (or SMS/ GPRS usage of equivalent value, i.e. £1+) over a rolling three month period, to be considered "active" at the time the handset is assessed. If at any time during the Minimum Period there is a significant drop in usage of the such Mobile Phone Equipment, or there is otherwise a failure on the part of the Customer to adhere to any of the provisions of this clause 8.3, the Supplier shall be entitled to terminate the Contract immediately and/or recover any Incentives paid under the Contract in addition to all losses and charges which the Supplier suffers as a result of the termination.

8.4 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

9.1 Subject to clause 9.2, the price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's prevailing price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging,

insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.

9.2

In the case of Mobile Phone Equipment which is the subject of a Network Provider Agreement, if the Customer terminates the Network Provider Agreement prior to the expiry of any minimum term in the Network Provider Agreement, at the Supplier's election:-

- (a) the Customer shall upon demand pay to the Supplier the original SIM free retail price of the Mobile Phone Equipment as at the date of the relevant Network Provider Agreement;
- (b) the Customer shall upon demand repay to the Supplier any monies or cash equivalent provided by the Supplier to the Customer for the purchase of Mobile Phone Equipment; and/or
- (c) the Supplier may reduce including to zero any balance on any account (including incentives) held by the Supplier in respect of the Customer for the purposes of the purchase of Mobile Phone Equipment. .

9.3

The charges for Services shall be payable either to the Supplier or the Network Provider as set out in the Order. If no charges are quoted in the Order the Supplier's and Network Provider's charges shall be on their prevailing rates and/or a time and materials basis from time to time:

- (a) the charges shall be calculated in accordance with the Supplier's or the Network Provider's standard rates, as set out in the Supplier's or the Network Provider's website or as notified to the Customer upon request;
- (b) the Supplier's daily fee rates for each individual person are calculated on the basis of a seven-hour day from 9.00 am to 5.00 pm worked on Business Days;
- (c) the Supplier shall be entitled to charge an overtime rate of 150% per cent of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.3(b); and
- (d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

9.4

The Supplier reserves the right to:

- (a) increase its charges for all or any part of the Services, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 2 weeks before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 2 weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 2 weeks' written notice to the Customer; and
- (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
 - (i) the Network Provider;
 - (ii) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (iii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (iv) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

9.5

The Customer acknowledges that upon the expiry of the Minimum Period, any discount or incentive programs to which Customer was previously entitled shall expire and the charges shall automatically revert to the prevailing charges of the Supplier (available at

<p>www.vivio.co.uk/connect-rates-january) and the Network Provider (as applicable) from time to time. Such expiry of any discount or incentive programs shall not constitute fee increases.</p>	<p>9.6 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, unless stated otherwise in the Order, the Supplier shall invoice the Customer monthly in arrears. The Customer shall also be liable to pay charges to the Network Provider in respect of services provided by the Network Provider directly to the Customer pursuant to the Network Provider Agreement.</p>	<p>9.7 The Customer shall pay each invoice submitted by the Supplier:</p> <p>(a) unless stated otherwise in the Order within 30 days of the date of the invoice; and</p> <p>(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and</p> <p>time for payment shall be of the essence of the Contract.</p>	<p>9.8 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.</p>	<p>9.9 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.</p>	<p>9.10 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.</p>	<p>10. INCENTIVES</p>	<p>10.1 Without limiting any of its other rights or remedies, if (i) the Supplier does not receive from the Network Provider the expected amount of monies towards the payment of the Incentives or (ii) the Customer, at any time, fails to perform, delays in performing or breaches any of its obligations under the Contract or under the Network Provider Agreement or fails to fulfil any minimum airtime requirements of the Network Provider Agreement, the Supplier may: (a) withhold any Incentives otherwise due to the Customer under the Contract, (b) otherwise set-off any amount owing to the Customer by it against the payment of any Incentives, (c) claim repayment of the value of any Incentives paid to the Customer and/or (d) cease payment of any future Incentives to the Customer.</p>	<p>10.2 Where, as part of any Incentive, the Supplier is to provide a fixed price line rental via cash-back or line credit, this fixed price is dependent on the Network Provider not increasing the price of its services. Where the price of the services is increased by the Network Provider, the amount of payments payable to the Customer by the Supplier as part of any Incentive will not increase and the Customer will remain liable to the Network Provider for any increased charges.</p>	<p>10.3 The Customer shall repay any Incentives paid to it where the Supplier has not been able to complete an Order due to Force Majeure and the Supplier is entitled to and exercises such right to terminate the Contract as a result.</p>	<p>10.4 The Customer must utilise all Incentives during the Minimum Period. Any unused Incentives shall expire at the end of the Minimum Period and for the avoidance of doubt the Supplier shall not be obliged to pay to the Customer any further Incentives or an amount equal to the unused Incentives.</p>	<p>10.5 Subject to the foregoing, the Incentives shall be payable by the Customer to the Supplier as set out in the Order. In the event of an incomplete or absent reference the Incentives</p>	<p>shall be payable in accordance with the Supplier's custom and practice from time to time, which as at the date of the Contract is as follows:-</p>	<p>(a) hardware funding may be drawdown by the Customer immediately;</p> <p>(b) other Incentives shall be payable in equal monthly instalments during the Minimum Period; and</p> <p>(c) small amounts of Incentives in respect of connections to a Network Provider shall be payable 120 days after the respective connection has been made.</p>	<p>11. INTELLECTUAL PROPERTY RIGHTS</p>	<p>11.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.</p>	<p>11.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services or the Goods, the Customer's use of any such Intellectual Property Rights is conditional on either the Supplier or the Customer obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer or the Customer to use such rights.</p>	<p>11.3 All Supplier Materials are the exclusive property of the Supplier.</p>	<p>12. CONFIDENTIALITY</p>	<p>A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 12 shall survive termination of the Contract.</p>	<p>13. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE</p>	<p>13.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:</p>	<p>(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;</p> <p>(b) fraud or fraudulent misrepresentation;</p> <p>(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);</p> <p>(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or</p> <p>(e) defective products under the Consumer Protection Act 1987.</p>	<p>13.2 Subject to clause 13.1:</p>	<p>(a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract ; and</p> <p>(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 50% (fifty per cent) of the Charges paid by the Customer.</p>	<p>13.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.</p>
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13.4	The Supplier shall not under any circumstances be liable to the Customer in respect of:- (a) any element of the Services which is the subject of the Network Provider Agreement; (b) the performance or failure to perform by the Network Provider of its obligations pursuant to the Network Provider Agreement.	14.3	Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
13.5	This clause 13 shall survive termination of the Contract.	14.4	Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
14.	TERMINATION	14.5	On termination of the Contract for any reason:
14.1	Subject to clauses, 8.3 and 14.2, the Contract shall commence on the Commencement Date and shall continue until either party gives the other party not less than 30 days' written notice, such notice not to expire prior to the end of the Minimum Period.	(a)	the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
14.2	Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:	(b)	the Customer shall return all of the Supplier Materials and any Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
(a)	the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;	(c)	any unused Incentives shall expire and for the avoidance of doubt the Supplier shall not be obliged to pay to the Customer any further Incentives or an amount equal to the unused Incentives;
(b)	the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;	(d)	the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
(c)	the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;	(e)	clauses which expressly or by implication have effect after termination shall continue in full force and effect.
(d)	a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;	15.	FORCE MAJEURE
(e)	the other party (being an individual) is the subject of a bankruptcy petition or order;	15.1	For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service, Network Provider or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers, subcontractors or Network Providers.
(f)	a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;	15.2	The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
(g)	an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);	15.3	If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 2 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
(h)	the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;	16.	DATA PROTECTION
(i)	a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;	16.1	The following definitions apply:
(j)	any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(b) to clause 14.2(i) (inclusive);	(a)	Data Protection Legislation means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
(k)	the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;	(b)	the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "processing" bear the respective meanings given them in the Data Protection Legislation.
(l)	the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or	(c)	Data includes personal data.
(m)	the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.	(d)	Customer Personal Data and Supplier Personal Data mean any Personal Data provided by or on behalf of the Customer or the Supplier, respectively.
		16.2	Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
		16.3	The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor.

- 16.4 Without prejudice to the generality of clause 16.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 16.5 Without prejudice to the generality of clause 16.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
- (a) process that Personal Data only on the written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (**Applicable Laws**). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 16 and allow for audits on reasonable terms by the Customer or the Customer's designated auditor.
- 16.6 The Customer consents to the Supplier appointing third-party processors of Personal Data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 16.6.
- 16.7 Either party may, at any time on not less than 30 days' notice, revise this clause 16 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 16.8 Except as expressly provided otherwise, this agreement does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in any (non-personal) data.
- 17. GENERAL**
- 17.1 Assignment and other dealings.**
- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
 - (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 17.2 Notices.**
- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
 - (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action
- 17.3 Severance.**
- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
 - (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.4 Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 17.6 Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 17.7 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions other than the Specific Terms shall be effective unless it is agreed in writing and signed by the Supplier.
- 17.8 Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 17.9 Jurisdiction** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

18. HOW WE USE YOUR PERSONAL DATA

18.1 This Privacy Notice explains how Vivio uses and manages the information we may hold about our Clients and their employees. This includes:

- (a) Why we collect and keep information about you and your employees.
- (b) What information we collect.
- (c) How long we may keep this information.
- (d) Who may see this information.
- (e) Who we may share this information with.
- (f) Your rights in relation to your information.

18.2 Confidentiality. Vivio collects, stores and uses only small amounts of personal information. The information we do collect is used by different people as part of their normal work. We take our duty to protect personal information very seriously. We will take all reasonable means to keep this information confidential whether this is held on computer, on paper or on other media. Every member of staff working for Vivio has a legal duty to keep information about you and your employees secure and confidential. This is also included in staff contracts of employment.

18.3 Information we hold about you. At Vivio, we aim to provide you with the highest quality of Client Service. To do this we must keep records about you, your company, your employees and the services we have provided to you or plan to provide to you. The information we hold about you is protected by strict physical, electronic and other means. Our Client Services staff may ask you or your employees to provide certain personal information. This information is necessary in order for us to provide you with the best possible service. Information about you may be written on paper or recorded electronically. The types of information we collect or process may include:

- (a) Director / employee name(s)
- (b) Mobile phone number(s)
- (c) Mobile /fixed line phone call records
- (d) Director / employee home address(es)
- (e) Office address(es)
- (f) Director date of birth
- (g) Director personal identification documents
- (h) Director / employee personal contact details such as email address / phone number
- (i) Mobile device location information
- (j) Mobile / fixed service call recordings

18.4 How your personal information is used. We comply with the Data Protection Regulations to process your personal data. This is in order to provide you with appropriate services or to meet contractual or legal obligations or because you have consented to provide us with the information. We do not send or process your data outside the European Economic Area. Your records are mostly used to direct, manage and deliver your services so that:

- (a) Our Client Services team have accurate and up-to-date information about the services you receive, and to provide you and your employees with the right advice and support about these services
- (b) Any concerns you may have about your Services can be properly investigated.

If we intend to use the information for any other purpose then you will normally be asked first. We respect your wishes to not share certain items of confidential information about you and your employees unless we are required to share it by law. We will always explain what information we want to share, why we want to share it and who we want to share it with. This will then help you to decide if that's ok.

18.5 Who we may share your information with. Information will be seen by staff looking after you and your employees and by others involved in delivering your services. There is sometimes a need to share information about you with other telecomms providers so that we can work together to provide you with the best service for your needs. But we will only ever share your information when there is legitimate need to do so. We will not share information with friends or relatives unless they are legally acting on your behalf or unless you say it's ok. We will only share your information with anyone else if we really need to, such as to keep you or other people safe or if a court asks for the information.

18.6 Keeping your information accurate and up-to-date. We will make sure that the information we hold about you and your employees is accurate and up-to-date. We may check with you from time to time to make sure we have the right information. If the information is not correct, you can ask us to change it.

18.7 Your Rights

- (a) You have the right to be informed about how personal information is used by Vivio. This document aims to explain how we use this information but if you are unsure or require more information, ask a member of staff.
- (b) You and your employees have the right to have any inaccurate information corrected.
- (c) You and your employees have the right to have information deleted or to stop us from using it when we don't need to keep it any more.

- (d) You and your employees have the right to access the personal information we hold about you.
- (e) You have the right of portability – to ask for your information in such a way that it can be easily transferred to different service providers
- (f) You have the right to object if your personal data is being used – particularly for Marketing Purposes
- (g) You have the right to protect yourself against automated decision making and profiling

18.8 Can I see my own records? In most cases you or your employees can see or receive a copy of your records and to have any information you do not understand explained to you. If you have any questions about the personal data we hold please download and complete the Subject Access Request form available at www.vivio.co.uk/sar and then email it to us at mydata@vivio.co.uk. We will provide the information to you within a month of you asking for it.

18.9 How long do we keep your records? We keep information about you in paper records and also in electronic records. We need to keep this information in order to provide you with the best possible Service. Certain types of information about you need to be kept for longer than other information. We will not keep information about you longer than is necessary or longer than required by law.

18.10 Further Information. If you need further information about the information that we keep about you, speak to a member of staff. We will try to answer your questions. You have the right to complain to the Information Commissioner's Office if you don't think we are dealing with your records correctly. You can write to them at:

Information Commissioners Office, Wycliffe House, Water Lan, Wilmslow, Cheshire, SK9 5AF

Or email them at accessicoinformation@ico.org.uk

Or contact them via their website <https://ico.org.uk/concerns>