



# KC Call

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### 1. Service Description

- Organisations who wish to allow their customers to call at national call rates to them to provide direct selling or information services over telephone lines.
- Calls to these numbers are charged at the prevailing (KC or other network operator) national long distance rates to the caller.
- Calls to these numbers are prefixed with the digits 0870.

### 2. Access

Customers may deliver their KC Call via analogue or digital exchange lines and over KC Centrex lines

### 3. Service Features

- KC Call customers can rent advanced features which permit call routing dependent on certain call parameters (e.g. day, time, area of origin, date, diversion etc.).

### 4. Charge periods

- The charge periods for calls made under any of the pricing schemes described in this section are as follows, except where otherwise indicated:

Daytime Rate	8am ~ 6pm Monday ~ Friday
Evening Rate	Monday ~ Friday, before 8am and after 6pm
Weekend Rate	Midnight Friday ~ Midnight Sunday

### 5. Charging Structure

KC Call tariffs comprise the following key charge elements: number connection (set-up); number rental; service features (optional).

### 6. Number Connection and Rental Charges

The prices listed exclude any charges for provision, connection, rental and other charges for standard business exchange lines, KC Centrex lines and any telephone or other equipment connected to the line(s).

The normal method of delivery for this service is delivery to the customer's PSTN number.



### Permanent Service (New and Takeover - minimum rental period of 12 months)

01/12/2008	Connection Charge		Monthly Rental	
	Ex VAT	Inc. VAT	Ex VAT	Inc. VAT
Standard number, per number	£26.50	£31.80	£0.00	
Select number, per number	£26.50	£31.80	£43.00	£51.60

### Temporary Service (maximum rental period of 12 months)

01/12/2008	Connection Charge		Monthly Rental	
	Ex VAT	Inc. VAT	Ex VAT	Inc. VAT
<b>Standard number, per number</b>				
First 3 months or part thereof	£26.50	£31.80	£103.00	£123.60
Subsequent month or part thereof	N/A		£51.50	£61.80
<b>Select number, per number</b>				
First 3 months or part thereof	£26.50	£31.80	£412.00	£494.40
Subsequent month or part thereof	N/A		£137.00	£164.40

### 7. Reserving Telephone Numbers

01/12/2008	Monthly Rental	
	Ex VAT	Inc. VAT
Reservation of Call - standard number	£25.75	£30.90
Reservation of Call - select number	£103.00	£123.60

### 8. Call Charges for KC Call 0870 Call Usage

Minutes per Month 31/07/09	Charges in Pence per Minute			
	Daytime		Evening / Weekend	
	Ex VAT	Inc. VAT	Ex VAT	Inc. VAT
-	2.75	3.30	2.75	3.30



### 9. Advanced Features - Permanent/Temporary Service

Connect And Rental Charges 01/12/2008	Charge Or Single Payment		Monthly Rental	
	Ex VAT	Inc. VAT	Ex VAT	Inc. VAT
<b>Call Routing Features (i)</b>				
Time of Day (ToD)	£79.00	£94.80	£5.15	£6.18
Day of Week (DoW)	£79.00	£94.80	£5.15	£6.18
Date of Year (DoY)	£79.00	£94.80	£5.15	£6.18
Diversion of calls (g,h)	£79.00	£94.80	£5.15	£6.18
Geographical routing - per Zone	£79.00	£94.80	£5.15	£6.18
Change to routing Plan	£105.00	£126.00	N/A	
CLI Barring	£53.00	£63.60	£5.15	£6.18
Ratio Distribution routing	£79.00	£94.80	£5.15	£6.18

### 10. Alterations At Customer Request

Connect and Rental Charges 01/12/2008	Charge Or Single Payment	
	Ex VAT	Inc. VAT
Change of Service number	£79.00	£94.80
Change of Destination number	£79.00	£94.80
Emergency Change request (e)	£105.00	£126.00

### 11. Ancillary Services And Facilities

#### Information Statistics

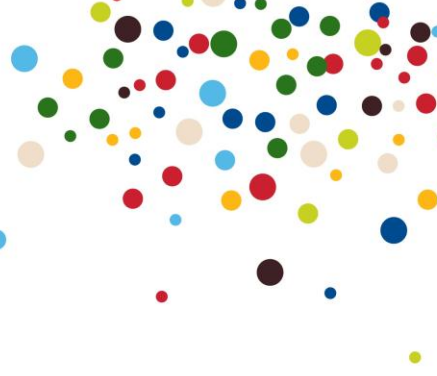
01/12/2008	Charge Or Single Payment		Monthly Rental	
	Ex VAT	Inc. VAT	Ex VAT	Inc. VAT
<b>Duplicate Reports</b>				
All Types	£37.00	£44.40	N/A	
<b>Itemisation</b>				
Disk format (per 5 disks)	£0.00		£7.75	£9.30
CD format (per CD)	£79.00	£94.80	£25.75	£30.90

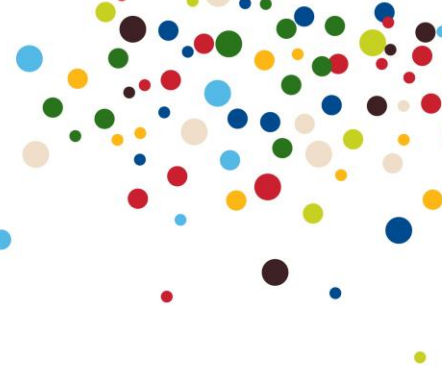


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Management Reports (Paper Only) 01/07/03	Monthly Rental	
	Ex VAT	Inc. VAT
Call Analysis (graphical) Report	£0.00	
Origination Summary Report	£0.00	
Destination Summary Report	£0.00	
Geographic Zone Report	£0.00	
Busy Hour Report	£0.00	

### 12. Additional Conditions

Terms that have been defined in the Conditions For Telephone Service shall have the same meanings if they are used in this Schedule of additional conditions.

The following additional conditions will apply where you use any of your exchange lines to receive number translation services

#### 1. Early Termination Charges

(i) Customers who terminate their contract (Permanent) before the expiry of the full contract terms (i.e. minimum period) will be liable to pay a £50.00 per month, per number, penalty for the remaining period of that contract.

#### 2. Reserving Telephone Numbers

(i) Customers have no right to sell or transfer any number allocated to them by KC to any other person.

(ii) Customers may request KC to reserve a number (either standard or select) for a period of 3 months from the date KC agrees the reservation request. The initial reservation cannot be extended and at the end of the period of reservation the number will be made available for re-issue to other Customers.

#### 3. Arrangements with Third Parties

(i) The Contract for the provision of these services is between KC and the person with whom KC makes the Contract ("the Customer"). Where the Customer makes arrangements with third parties, the Customer remains responsible to KC under the Contract. Any arrangements the Customer has with such third parties for the provision of these services are entirely the Customer's responsibility.

(ii) KC will issue an invoice to any address nominated in writing by the Customer, but KC payment terms continue to apply and the Customer remains liable for all charges incurred, in the event of non-payment by any third party



#### 4. Existing Exchange Lines

(i) We will only provide number translation services to you on our business exchange lines. You must have an existing agreement with us for all of the business exchange lines you use in connection with your number translation service.

#### 5. Setting up your Services

(i) We shall arrange for our network to provide you with the number translation services you have requested. We shall try to meet any target service date and service levels we have agreed with you but will not accept any liability if we are unable to do this.

#### 6. Use of your Services

(i) You must only use your number translation service in accordance with the requirements of any relevant licenses, legislation or industry regulations.

(ii) Where applicable, you must ensure that you use your number translation service in accordance with any codes of practice and other guidelines published by PhonePayPlus (formerly ICSTIS) at all times. You must ensure that you hold any necessary authorisations you need to use your number translation service from PhonePayPlus. This kind of authorisation will normally only be necessary where you are using either our KC PremiumCall Plus service or else our KC Call Plus 0871 service on a revenue sharing basis.

(iii) You must not use your number translation service for the purposes of sending any message or communication which is offensive, abusive, indecent, obscene or menacing or which causes annoyance, inconvenience or worry to any person or which is fraudulent, defamatory or intended to be a hoax call to any emergency service or for any other purpose which may damage our reputation.

(iv) If you fail to comply with the requirements of the two preceding paragraphs, we will be entitled to immediately terminate your right to use your number translation service.

(v) You must accept that we will co-operate with the Police and any other relevant authorities (including but not limited to the Inland Revenue and the Trading Standards office) in connection with any misuse or suspected misuse by you of your number translation service. We will also co-operate with other telephone companies in connection with any fraudulent, or suspected fraudulent, activity relating to the use of your number translation service and you also accept that this co-operation may require us to divulge your name, address and other information relating to the use of the service.

(vi) You must use your reasonable efforts to ensure that the number of telephone calls made to you using your number translation service does not significantly exceed your ability to answer them as this may cause congestion on our network. Where this kind of congestion occurs, we shall be entitled to suspend your number translation service until such time as we are satisfied that your use of the service is no longer likely lead to this kind of congestion.

#### 7. Telephone Numbers

(i) We shall make the telephone numbers we have agreed with you available for use by you in connection with your number translation service.

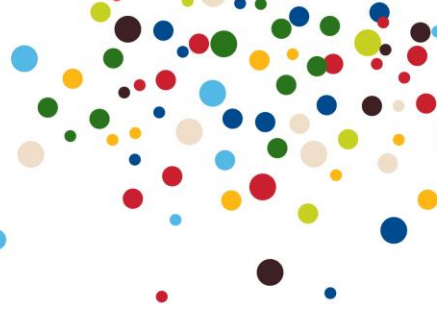
(ii) We shall be entitled to change the numbers you use for your number translation service in the event of OFCOM imposing any numbering scheme on us or in the event of any other regulatory body requiring us to make changes to or discontinue the use of your telephone numbers. In the event of this happening, we shall try to provide you with as much notice of the changes as possible.



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(iii) Any telephone numbers you use in connection with your number translation service shall remain our property at all times and you shall not obtain any rights to the continued use of these numbers.

(iv) If you fail to use any of the telephone numbers we have agreed to let you use in connection with your number translation service for a continuous period in excess of six months, we shall be entitled to withdraw your right to use the relevant number(s) and make it available for someone else to use. We will always write to you before doing this

### 8. Payment Terms

(i) All of the charges and other payment terms that apply to your number translation service will be as set out in the attached offer letter. These charges may vary from time to time in line with any changes that we make to the charges in our price list.

(ii) In addition to the charges we have quoted to you for your use of number translation services, we shall be entitled to recover from you any charges levied on us by other telephone companies in respect of calls that are made to your number translation numbers from public payphones.

(iii) We shall be entitled to withhold any payment that we are due to make to you in connection with your number translation service if any connected payments due to us are withheld by other telephone companies as a result of any fraud or suspected fraud. We shall not then be obliged to make these payments to you until we have recovered the monies that are owed to us from the relevant telephone companies.

(iv) Where you are using our KC Call service, you must not exceed any credit limit that you have agreed with us. If you have exceeded your credit limit, or we believe that you are likely to exceed your credit limit, we will be able to suspend your use of these services.

### 9. Compensation Scheme

(i) The compensation scheme shall not apply to your use of the number translation service. If you experience a problem with your number translation service, our liability to you for any losses that you may incur as a result of this shall be limited to £5,000 for each of the exchange lines you are using for the services and in any event shall not exceed £20,000.

These limits shall not apply in relation to any injury or death caused by our negligence.

### 10. Exclusion of Statutory Rights

(i) The terms of the Contracts (Rights of Third Parties Act) 1999 shall not apply to your agreement with us for the supply of number translation services.

### Notes

(a) Pricing is based on a Permanent contract term with a minimum 1yr service. Discounts are available for long-term commitments.

(b) Customers requesting a cease of service and provision without a break in service will be deemed to be making a plan change, not a new provision and the appropriate charges will be raised.

(c) Standard prices for exchange lines apply - see "Basic & Advanced Telephony" charges in our Price List.

(d) A Call Routing Plan is a systematic and logical scheme for routing feature calls received by a customer, depending on a variety of circumstances surrounding the call (e.g. day, time, area of origin). Each KC Call number must have its own Call Routing Plan: two KC Call numbers may have identical plans, but may not share the same

plan. Any number of PSTN numbers may be applied to a single Call Routing Plan. However within each call routing plan all PSTN numbers are converted to a single intermediate routing code. Two intermediate routing codes may have identical plans, but may not share the same plan.

(e) Emergency change request - Customer may request an "Emergency Change" in cases where their service will be affected due to unforeseen circumstances. This will only apply to a single terminating number (DTN) "soft change" where it is also deemed to be "service effecting" to the customer. KC will make every attempt to ensure any valid change request is effected within 1 hour of accepting the change. At all other times, faults will be managed in accordance with KC Business Care or Business Care Plus services.

(f) KC will usually provide the service(s) requested for a standard service (i.e. no call routing plan) within 48 hours and for a complex service (i.e. with a call routing plan) within 5 working days. KC shall have no liability to the customer for failure to achieve this target.

(g) Delivery to Number (DTN): a customer nominates the PSTN number that KC Call calls will be delivered to. Calls can only be delivered to the PSTN number, where the PSTN call would be charged at National Long Distance rate or below. The following are exceptions:

Mobile, IDD, Numbers in Other Licensed Operator (OLO) areas, Freefone 0800 or comparable services on OLO networks and Premium Rate. Individual PSTN-DDI extensions can have calls routed to them. Calls can be delivered to OLO numbers as long as KC PSTN number is nominated for billing calls and connection and rental charges.

(h) Calls diverted to mobile or international numbers will attract the standard Mobile and International calling tariffs shown in KC price list.

(i) This charge will apply on each occasion that a feature is changed or added; or a change is made to a feature or terminating telephone number, per feature and/or terminating number changed. This feature charge does not apply where a feature connection charge is raised.