



Business Talk SIP specific terms and conditions

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These Specific Terms and Conditions are to be read in conjunction with our General Terms and Conditions of Supply. All definitions contained within these Specific Terms and Conditions have the same meaning as those set out in the General Terms and Conditions of Supply.

1. The services

- 1.1 The Services to which these Specific Terms and Conditions relate (the "Business Talk SIP Services") provide you with the facility to make and, where applicable, receive phone calls. Specific product details can be found on our website: <https://www.zen.co.uk>.

2. Commencement of Services

- 2.1 To enable us to provide you with the Business Talk SIP Services, you must have
 - a) connectivity provided by Zen; and
 - b) a PBX with a SIP interface or an alternative suitable media gateway (referred to in these Specific Terms and Conditions, together with any other equipment specified in the Customer Application, as the "Equipment") at your premises prior to commencement of the Business Talk SIP Services.
- 2.2 We will use our reasonable endeavours to activate the Business Talk SIP Services by the date notified to you following acceptance of your Customer Application, however all dates are estimates and we do not guarantee that they will be met.

3. Charges and Payments

- 3.1 There is a one off installation charge for the Business Talk SIP Service which is payable prior to the commencement of the Business Talk SIP Service.
- 3.2 All monthly charges for your Business Talk SIP Service will be billed at the end of the month during which the relevant calls were made. You must pay the whole sum invoiced by a single payment within 30 days of the invoice date.
- 3.3 We will provide you with a summary bill of call charges due from you on your renewal date each month. You will also be able to view and print an itemised bill (showing calls made via your Account) via our customer portal, which can be accessed at <https://portal.zen.co.uk>. To print an itemised bill, you will require software which can read .xls files such as Microsoft Excel or Microsoft Excel Viewer.
- 3.4 The summary bill referred to above will be sent to you by email in PDF format. You will need to have Adobe Acrobat Reader installed to view this type of file. If you would like to receive a hard copy of your bill, you can access our Customer Portal (<https://portal.zen.co.uk>) or ring our Billing team on 01706 902 001 (or such other number as we may notify to you for that purpose from time to time).
- 3.5 You acknowledge and agree that you are not entitled to any refund in respect of any unused rental upon cancellation of the Service.
- 3.6 Nothing in these Specific Terms and Conditions shall relieve you of any liability to pay, and you shall be and remain responsible to pay, all charges for any calls or rentals made from your account in respect of the Business Talk SIP Service.

- 3.7** Any invoice disputes should be raised in writing with Zen, no later than 7 working days from the Tax point date on the disputed Invoice (or the date the summary bill is sent to you, if later).
- 3.8** Invoice disputes should be notified to the Customer Billing Team at accounts@zen.co.uk or by post to Sandbrook Park, Sandbrook Way, Rochdale OL11 1RY. If the dispute is found by us to be valid, then a credit will be applied to a subsequent invoice for the relevant amount.
- 3.9** We reserve the right to amend our call charges at any point. We will give you advance notice of any changes.

4. Transferability

- 4.1** It is your responsibility to ensure that your contact details are kept up to date. In the event that you access the Business Talk SIP Service from a different location, you agree to inform us of your updated location information.
- 4.2** You agree to:
 - a) keep any records of your User Name(s) and/or Password(s) in separate places and take all necessary steps to ensure their security; and
 - b) keep your User Name(s) and/or Password(s) private and confidential and ensure, at all times, that it (or they) do not become known to anyone else.

5. Termination

- 5.1** You may cancel the Business Talk SIP Service at any time before the Service is activated and available for you to use.
- 5.2** Once your Business Talk SIP account has been set up and activated, if you wish to terminate the Business Talk SIP Service, you may do so by giving notice equal to the Minimum Cancellation Notice Period (being 30 days) to expire on or after the Minimum Service Period.
- 5.3** If we have provided you with inbound numbers that have been set up and activated and you wish to cancel such inbound numbers (but not the Business Talk SIP Service) you may do so by giving notice equal to the Minimum Cancellation Notice Period (being 30 days) to expire on or after the Minimum Service Period.
- 5.4** We may not offer you the ability to transfer (port) your existing number to an alternative supplier in the event of termination the Service
- 5.5** You understand that terminating the Business Talk SIP service does not automatically terminate any other services (such as Inbound Numbers) that you may have with us. Termination of other services remains subject to the applicable Specific Terms and Conditions for that particular service.
- 5.6** If you choose to terminate a separate service which results in the Business Talk SIP Service no longer being available to you, you must place a separate cancellation request for cancellation of the Business Talk SIP Service.
- 5.7** If you do not terminate the Business Talk SIP Service separately, and in accordance with these Specific Terms and Conditions, you will be liable to pay continuing charges for the Business Talk SIP Services notwithstanding that the Business Talk SIP Service may not be available without the other Zen service (for example, Internet connectivity).
- 5.8** On termination of the Business Talk SIP Service for any reason, we will invoice you for all call charges due in respect of any calls made from your Account via the Business Talk SIP Service up to the date of such termination.
- 5.9** We reserve the right to suspend or terminate the Service for failure to pay any sum on the due date for payment.

6. Important Information

- 6.1** Not all services and features that you would expect from a standard phone line will be available as part of the Business Talk SIP Service.
- 6.2** We cannot guarantee the availability of the Business Talk SIP Services in the event of matters beyond our reasonable control including without limitation, if your service is lost or fails, power cuts/failure, flood, fire, riot, failure of third party suppliers, strikes, embargoes or changes in law or regulation.
- 6.3** The Business Talk SIP Service may also be impaired by the uploading or downloading of data using a shared data connection

7. Emergency Calls

- 7.1** We will endeavour to carry any 999/112 emergency calls that are made using the Service, but we cannot guarantee that you will be able to make these calls. We would advise that you do not try to route these calls using Business Talk SIP at any time and that you make alternative arrangements to ensure that you can make 999/112 Emergency calls.
- 7.2** Please note that 999/112 emergency calls will not function during an electrical power or broadband provider outage, nor if your Business Talk SIP Service has been suspended or terminated. It is therefore highly recommend that you ensure that you have an alternative means of contacting the emergency services such as a mobile phone or a traditional, wired phone plugged into the PSTN.
- 7.3** If you do make an emergency call over the Zen network, then we cannot guarantee that we will be able to provide location information to the Emergency services.
- 7.4** If you do not update us with any changes to your location address as per clause 4.1, it may or may not be possible for emergency operators and authorities to identify your location and phone number when you dial 999/112. It is your responsibility to read out your location information and your phone number to the operator.

8. Your Responsibilities

- 8.1** You agree that the configuration of your internal network remains your responsibility. Any interruption to the Business Talk SIP Service resulting from the operation or configuration of your internal network shall not be regarded as an interruption in or suspension of the provision by us of the Business Talk SIP Service.
- 8.2** It is your sole responsibility to ensure that measures are taken to restrict users of the Business Talk SIP Service and to restrict the numbers dialled by such users (where necessary).
- 8.3** It is your sole responsibility to pay the charges and you will remain liable to pay all call charges arising from the use of the Business Talk SIP Service regardless of whether such use is authorised, unauthorised, fraudulent or otherwise.
- 8.4** You must inform us as soon as reasonably possible if you suspect any fraudulent or unauthorised use of the Business Talk SIP Service. For the avoidance of doubt, such notification will not limit your liability to pay the Charges as set out herein.
- 8.5** Zen may suspend your Business Talk SIP Service in the event you notify us pursuant to clause 8.4 or if we reasonably suspect that fraudulent or unauthorised use of the Business Talk SIP Service is or has taken place.
- 8.6** For the avoidance of doubt, Zen will not be liable for any call charges including, without limitation, those arising from inappropriate, unauthorised, fraudulent and/or excessive use of the Business Talk SIP Service.
- 8.7** You agree and warrant that you will not use (and will ensure that no-one else uses) the Business Talk SIP Services to make offensive, indecent, menacing or hoax calls. You shall not use the Business Talk SIP Service to engage in unlawful activities.

- 8.8** You acknowledge that the number of concurrent calls that you are able to make via the Service is dependent on the bandwidth available. You are not permitted to use more than the number of channels which are allocated to you in accordance with your Customer Application.
- 8.9** Without limiting the generality of these Specific Terms and Conditions, Zen accepts no responsibility for loss or degraded quality of the Business Talk SIP Service as a result of excessive concurrent calls.
- 8.10** You agree that you will not re-sell or onward sell the Business Talk SIP Service to any third party.