

Hosted VoIP Terms and Conditions

These Service Specific Terms were published on 1st April 2025

1. Agreement

1.1 Each Order between you and Fidelis Plus Ltd will incorporate these General Terms & Conditions and any applicable Service-Specific Terms (together, the "Agreement").

1.2 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply

- Any agreed amendment or Amendment Notice
- The Order
- The Service-Specific Terms
- The General Terms & Conditions

2. Term

2.1 The Service Minimum Period for the Subscribed Service is as set out in the Order.

3. Equipment

3.1 Fidelis Plus Ltd shall take reasonable steps to deliver the Equipment to the Customer within an estimated timeframe. This period shall commence from the date Fidelis Plus Ltd receives all necessary instructions and information required to fulfil the Order. However, Fidelis Plus Ltd does not guarantee delivery within this timeframe and time shall not be (nor may be made) of the essence.

3.2 The Customer is responsible for providing Fidelis Plus Ltd with any necessary delivery instructions within a reasonable time before the estimated delivery date communicated by Fidelis Plus Ltd.

3.3 The Customer shall be responsible for any costs associated with connection to the Public Switched Telephone Network (PSTN) and/or the provision of additional telephone lines.

3.4 The Customer must ensure that a suitably earthed 240V AC mains electricity supply—compliant with the Institution of Engineering and Technology's (IET) current Wiring Regulations—is available within 3 metres of each Equipment location.

3.5 The Customer shall prepare all Sites (at its own cost) in accordance with Fidelis Plus Ltd's installation instructions.

3.6 The Customer must comply with the Equipment manufacturer's published power and environmental specifications and all applicable local electrical codes.

3.7 The Customer shall be solely responsible for supplying and installing any required infrastructure to meet the Equipment manufacturer's environmental and power requirements.

3.8 The Customer may only connect and use Equipment (whether supplied by Fidelis Plus Ltd or not) in accordance with published instructions, safety procedures, and any applicable security guidelines. The Customer must ensure that Equipment is configured to prevent its use in unlawful activity (including fraud or bad faith calls).

3.9 If Fidelis Plus Ltd becomes aware of any unsupported equipment connected to a Subscribed Service, it may issue notice requiring the Customer to disconnect or remove such equipment.

3.10 The following may be required at the Customer's Site before the Subscribed Service can be activated:

- 3.10.1 IP phones or softphones;
- 3.10.2 IP access circuits and any required data hardware such as routers and network switches.

3.11 The Customer shall be responsible for all security measures relating to the Equipment.

4. Services

4.1 Fidelis Plus Ltd has no obligation to provide any Subscribed Service until a site survey and any necessary technical testing has been completed, confirming feasibility. If Fidelis Plus Ltd determines that provisioning is not possible, it will notify the Customer and cancel the affected Service without charge.

4.2 Fidelis Plus Ltd's obligation to provide the Subscribed Service is conditional upon confirmation that the information (whether provided by the Customer or otherwise) used to calculate Charges and terms is accurate and not misleading.

4.3 Subject to Clause 4.5, Fidelis Plus Ltd will use reasonable endeavours to provide the Subscribed Service in line with the terms of this Agreement.

4.4 The Subscribed Service depends on third-party operators. Therefore:

- 4.4.1 Fidelis Plus Ltd cannot guarantee and does not warrant the speed, reliability, or availability of any Subscribed Service.
- 4.4.2 In the event of a service fault, Fidelis Plus Ltd will use reasonable efforts to resolve the issue promptly. However, Fidelis Plus Ltd shall have no liability for any faults or interruptions caused by third-party networks, congestion, atmospheric conditions, or external interference.

4.5 The Customer acknowledges that the following limitations apply to the Subscribed Service:

- 4.5.1 Service availability may be affected by circumstances beyond Fidelis Plus Ltd's control (e.g., power failures or network disruption).
- 4.5.2 Emergency Call location data may be limited to the registered installation address, not the caller's actual location.
- 4.5.3 Emergency Calls may not function during a power or connection outage.
- 4.5.4 Emergency Calls may not receive the same prioritisation as mobile or fixed-line emergency calls.
- 4.5.5 Fidelis Plus Ltd recommends maintaining at least one backup PSTN line at each Site for emergency purposes.

4.6 Fidelis Plus Ltd may enhance the Subscribed Service or introduce changes to improve performance or quality, giving not less than 10 days' notice where applicable—provided such changes do not adversely impact the service.

4.7 Fidelis Plus Ltd may withdraw certain Service Features, subject to the Customer's prior written consent (which must not be unreasonably withheld or delayed).

4.8 Fidelis Plus Ltd may withdraw any Service Features not activated by the Customer within one (1) month without requiring the Customer's prior written consent.

4.9 The Customer acknowledges and agrees that the quality and availability of the Subscribed Service may be materially affected if bandwidth allocated for the Subscribed Service is used for any purpose other than making or receiving calls via the Subscribed Service.

4.10 The Customer acknowledges that the speed of any broadband element (if applicable) forming part of the Subscribed Service is subject to various factors, including (but not limited to) distance from the exchange, local infrastructure, and line capability. Fidelis Plus Ltd shall not be liable to the Customer—whether in contract, tort (including negligence or breach of statutory duty), or otherwise—if the Customer's line(s) do not achieve the maximum advertised speed.

4.11 The Customer shall:

- 4.11.1 remove any Incompatible Services prior to activation of any Subscribed Service;
- 4.11.2 ensure that all calls (except those which must legally be routed via a third-party operator) made over any Line provided as part of Line Rental are routed via the Fidelis Plus Network;
- 4.11.3 indemnify and keep Fidelis Plus Ltd fully indemnified against any and all losses suffered or incurred (whether in contract, tort—including negligence—breach of statutory duty or otherwise) arising out of or connected to any breach of clauses 4.10.1 and/or 4.10.2.

4.12 The Customer consents to Fidelis Plus Ltd and/or its third-party suppliers contacting the Customer for quality assurance, management, and training purposes in connection with visits made to the Customer's Site.

5. Customer Obligations

5.1 The Customer shall:

- 5.1.1 not use the Subscribed Service to make Nuisance Calls;
- 5.1.2 not connect any attachments to the Subscribed Service unless such attachments meet all applicable essential requirements of Regulation 4 of the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 (as

amended or replaced), the OFCOM General Conditions of Entitlement (as amended or replaced), and all other applicable laws. Fidelis Plus Ltd shall have no obligation to connect or continue to support any Customer equipment which does not comply or which, in Fidelis Plus Ltd's reasonable opinion, is liable to cause harm or degrade the Subscribed Service;

- 5.1.3 not use (nor permit any end user to use) the Subscribed Service to make or disseminate content or communications that are hoax emergency calls, defamatory, offensive, abusive, indecent, obscene, menacing, or which cause annoyance, nuisance, or damage to any person or the Service itself;
- 5.1.4 not use the Subscribed Service in any way that infringes or violates the rights—including intellectual property rights—of any third party;
- 5.1.5 ensure that all telecommunications equipment is maintained in good working order throughout the term of the Order and remains compliant with all relevant laws, regulations, industry standards, and approvals;
- 5.1.6 provide Fidelis Plus Ltd with all information it may reasonably request relating to the Customer's telecommunications apparatus.
- 5.1.7 not use the Subscribed Service in any way that breaches applicable laws or any licence relevant to the Customer, or that is unlawful, fraudulent, in bad faith, or has any such purpose or effect to the Customer's knowledge;
- 5.1.8 not use the Subscribed Service in any manner that could reasonably be believed to harm the brand or reputation of Fidelis Plus Ltd or any of its third-party suppliers;
- 5.1.9 not send or facilitate the sending of any unsolicited advertising or promotional material.

5.2 Any equipment provided by or on behalf of Fidelis Plus Ltd for the purpose of delivering the Subscribed Service (excluding, for the avoidance of doubt, any Equipment purchased under this Agreement) shall remain the property of Fidelis Plus Ltd and must be returned immediately upon request. The Customer shall be liable for all losses, costs, and expenses incurred by Fidelis Plus Ltd in recovering, replacing, or repairing such equipment—except where such loss or damage is due to Fidelis Plus Ltd's own negligence.

5.3 The Customer shall fully cooperate with the police and other relevant authorities (including HM Revenue & Customs, Trading Standards, the Information Commissioner's Office, OFCOM, and their successors) in connection with any actual or suspected misuse of the Subscribed Service. The Customer consents to Fidelis Plus Ltd and its third-party suppliers cooperating with such authorities and other telecommunications operators, and disclosing any relevant Customer information (including name, address, and account details) if requested for investigation purposes.

5.4 The Customer acknowledges that any broadband component of the Subscribed Service is delivered over infrastructure shared with other users. Fidelis Plus Ltd (and/or its suppliers) have a duty to maintain network integrity and avoid degradation. If, in Fidelis Plus Ltd's (or its supplier's) reasonable opinion, the Customer's usage adversely affects or may affect network performance, Fidelis Plus Ltd reserves the right to manage, limit, or adjust the Customer's access rate or connection accordingly.

5.5 The Customer remains responsible for all payments due to their fixed-line telephony provider, including rental, maintenance, repair, and call charges associated with their telephone line.

5.6 The Customer shall:

- 5.6.1 implement adequate control and security measures to protect the Subscribed Service from viruses, worms, Trojan horses, rogue diallers, hackers, or other security threats;
- 5.6.2 take reasonable precautions (including use of up-to-date commercial antivirus software) to ensure any software used in conjunction with the Subscribed Service is free of viruses, logic bombs, or any disruptive programs;
- 5.6.3 provide and keep up to date the following information for Fidelis Plus Ltd:
 - 5.6.3.1 a contact telephone number for the Customer;
 - 5.6.3.2 the Customer's legal name and installation address (including postcode);
 - 5.6.3.3 where nomadic applications are in use across multiple termination points, the primary location where the number is usually used.
 - 5.6.3.4 if the Customer is a Small Business and will access the Subscribed Service from multiple locations, register and update the location information associated with it whenever accessing the Subscribed Service from a new location;

- 5.6.4 provide an installation address—recognised by Royal Mail—for each CLI (Calling Line Identifier) and ensure that such addresses are kept accurate and up to date. Fidelis Plus Ltd must be informed of any address changes without undue delay.
- 5.6.5 respond within one (1) Business Day to any request from Fidelis Plus Ltd regarding correction of discrepancies in the installation address as reported by the emergency services.
- 5.6.6 provide Fidelis Plus Ltd with no less than two (2) Business Days' prior notice of any anticipated significant increase in traffic on the Fidelis Plus Network resulting from the Customer's use of the Subscribed Service (including, but not limited to, major marketing campaigns or ticketed events).

6. Service Levels

6.1 The Service Levels described in clause 6.4 below shall apply to the Subscribed Service.

6.2 These Service Levels apply strictly to faults identified as originating from the Subscribed Service itself and do not extend to faults related to equipment or services provided by Fidelis Plus Ltd or any third party.

6.3 In order to meet the agreed Service Levels, Fidelis Plus Ltd (and/or its suppliers) may require the Customer to be present onsite and/or to provide remote access to the relevant Equipment, systems, or the Subscribed Service for the purposes of diagnostics and support.

6.4 Fidelis Plus Ltd shall aim to achieve the following Service Levels:

Severity 1 – Critical Outage	Problems severely affecting the Subscribed Service, traffic, billing, and maintenance capabilities, which require immediate corrective action. Target response time is no greater than 2 hours for a response via email. Target restoration time is less than 8 hours. Response and restoration of Severity 1 fault tickets will be undertaken on a 24/7/365 basis.
Severity 2 – Major Impact	Problems that cause conditions that seriously affect system operation (Portal and OSS), features and functions, maintenance, and administration, which require immediate attention. The urgency is less than in critical situations because of a lesser effect on system performance. Target response time is no greater than 2 hours for a response via email. Target restoration time is no greater than 18 Working Hours. Response and restoration of Severity 2 fault tickets will be undertaken during Working Hours.
Severity 3 – Minor Impact	Problems do not significantly impair the functioning of the system and do not significantly affect the Subscribed Service. Target response time is no greater than 2 hours for a response via email. Target restoration time is no greater than 40 Working Hours. Response and restoration of Severity 3 tickets will be during Working Hours.
Severity 4 – Informational	This severity is restricted to "How to." Questions and therefore handled as non-service impacting. Target response time is no greater than 7 Working Days, during Working Hours.

7. Service Availability Service Levels

7.1 Service Availability metrics are measured on a rolling three (3) month basis.

7.2 The target service availability for the Subscribed Service provided by Fidelis Plus Ltd is 99.99% uptime.

7.3 Service Availability will be calculated using the following formula:

$$\frac{\text{(Total minutes and hours of downtime over a rolling 3-month period)}}{\text{(Total minutes and hours in the same 3-month period)}} \times 100,000$$

This figure represents the percentage of time the Subscribed Service is operational and available.

8. Service Credits

8.1 Service Credits shall only be payable in relation to the Service Availability target set out in Clause 7.2.

8.2 If Fidelis Plus Ltd fails to meet the Service Availability target during the relevant Service Measurement Period (defined as a single calendar month), Service Credits shall be issued to the Customer in accordance with the thresholds detailed in the table below.

For the avoidance of doubt, the 3-month rolling average referenced in Clause 7.3 does not apply when calculating Service Credits.

Service Level Achievement	Service Credits (Calculated as a percentage of the Subscribed Service affects)
From 100% to 99.9%	0%

From 99.89% to 99.5%	2.5%
From 99.9% to 99%	5%
From 98.99% to 98%	10%
Less than 98%	15%

8.3 Service Credits shall not be issued in relation to any failure to meet the Service Availability target where such failure is, in the reasonable opinion of Fidelis Plus Ltd, attributable to:

- 8.3.1 circumstances beyond its reasonable control, including (but not limited to) Force Majeure events, or actions or omissions of the Customer;
- 8.3.2 faults or omissions in equipment, wiring, cabling, software, or services not supplied or maintained by Fidelis Plus Ltd;
- 8.3.3 Customer power-related failures not caused by Fidelis Plus Ltd;
- 8.3.4 any unauthorised use or misuse of the Subscribed Service by the Customer or its end users;
- 8.3.5 any period of Service suspension permitted under the terms of this Agreement.

8.4 Service Credits shall be applied as a deduction from the Customer's monthly Charges for the affected Subscribed Service. Service Credits will only be issued if the Customer submits a written claim to Fidelis Plus Ltd within three (3) months of the incident giving rise to the Service Credit entitlement.

9. Planned Engineering Works

9.1 The Customer acknowledges that planned engineering works and scheduled maintenance may be required from time to time. **Fidelis Plus Ltd** will provide the Customer with as much advance notice as is reasonably practicable regarding any scheduled outages or planned engineering works that may impact the Subscribed Service.

10. Transfer from Third-Party Suppliers

10.1 Where the transfer of services from a third-party supplier is necessary, all relevant existing services previously supplied to the Customer by such third party shall, where applicable, be automatically transferred to Fidelis Plus Ltd, and the associated Charges shall be invoiced by Fidelis Plus Ltd in accordance with the agreed Pricing Terms.

11. Suspension and Termination

11.1 Without prejudice to any other rights under this Agreement, Fidelis Plus Ltd may suspend the Subscribed Service with immediate effect and without liability upon giving reasonable prior notice—either verbally (confirmed in writing) or in writing—if:

- 11.1.1 Fidelis Plus Ltd has reasonable grounds to believe the Subscribed Service is being used fraudulently, unlawfully, or by an unauthorised third party;
- 11.1.2 any licence permitting the Customer to operate its telecommunications system and/or connect to the Subscribed Service is revoked, amended, or otherwise ceases to be valid;
- 11.1.3 maintenance or repair is necessary to any network, system, or related equipment (in emergencies, no advance notice is required);
- 11.1.4 Fidelis Plus Ltd reasonably believes the Subscribed Service is being used in breach of this Agreement.

11.2 Fidelis Plus Ltd may terminate this Agreement in whole or in part if its right, or that of a relevant carrier, to provide the Subscribed Service is withdrawn by a supplier or by OFCOM.

11.3 In the event of an emergency, Fidelis Plus Ltd may suspend the Subscribed Service and will use reasonable efforts to provide advance notice.

12. CLIs and Numbers

12.1 The Customer acknowledges it has no ownership rights over any number or CLI provided and may not sell or transfer them.

12.2 No legal or equitable rights are conferred to the Customer in respect of any CLI allocated.

12.3 Fidelis Plus Ltd may, if required by law or OFCOM, withdraw or change any allocated CLI upon written notice, and shall not be liable for any resulting loss.

12.4 The Customer shall not sell, transfer, or encumber any number, CLI, or static IP address allocated by Fidelis Plus Ltd.

12.5 Fidelis Plus Ltd may port numbers into and, after expiry of the Minimum Term, out of its platform, subject to porting agreements.

12.6 If any CLI:

- 12.6.1 remains inactive for six consecutive months, or
- 12.6.2 generates five minutes or less of calls in a calendar month (or on average across three consecutive months),

then Fidelis Plus Ltd may:

- 12.6.3 reclaim the CLI, or
- 12.6.4 apply a retention charge.

12.7 Regarding CLI Presentation Numbers, the Customer agrees:

- 12.7.1 to permit Fidelis Plus Ltd or its suppliers to present an alternative outbound number;
- 12.7.2 that Fidelis Plus Ltd may change CLI Presentation Numbers when necessary;
- 12.7.3 that where the CLI Presentation Number is owned by the Customer, no further permissions are needed;
- 12.7.4 that if the number is owned elsewhere, both parties have appropriate permission to use it.

13. Service Restrictions

13.1 The Customer accepts that some Subscribed Service limitations may only become apparent post-installation. Should the Customer choose to continue service despite known limitations, Fidelis Plus Ltd accepts no liability related to performance.

13.2 Fidelis Plus Ltd does not guarantee fault-free or uninterrupted service but will use reasonable efforts to resolve any faults affecting service performance as soon as reasonably possible.

13.3 The Subscribed Service is not intended for carrier interconnect use and will not support diallers of any kind.

14. Security

14.1 The Customer shall maintain strict security over usernames and passwords, ensuring they are only used by authorised personnel. Any suspected compromise must be reported to Fidelis Plus Ltd immediately.

14.2 Fidelis Plus Ltd may:

- 14.2.1 suspend access if a security breach is suspected;
- 14.2.2 require the Customer to update passwords.

14.3 The Customer must notify Fidelis Plus Ltd of any changes to contact or account information.

14.4 The Customer acknowledges that the Subscribed Service is not guaranteed to be secure, and Fidelis Plus Ltd does not warrant protection against unauthorised access.

14.5 Fidelis Plus Ltd is not liable for charges resulting from fraudulent or unauthorised use of the Subscribed Service or equipment by third parties. The Customer agrees to cover all resulting charges and ensure its systems are secured against misuse.

14.6 Any support provided by Fidelis Plus Ltd to help mitigate fraudulent activity is offered on a reasonable endeavours' basis only, with no liability for losses outside Fidelis Plus Ltd's control (except in cases of employee fraud).

14.7 The Customer shall at all times be responsible for:

- 14.7.1 preventing unauthorised use of the Equipment and/or the Subscribed Service;
- 14.7.2 maintaining the security of all systems, the Subscribed Service, network elements and Equipment within its (or its employees', agents' or contractors') control; and
- 14.7.3 maintaining (and ensuring that each of its authorised users maintains) at all times the integrity and secrecy of all passwords, log-in details and access codes used for the purposes of accessing or using the Subscribed Service or any systems, network elements or Equipment.

14.8 The Customer shall put in place and comply at all times with the following security measures:

- 14.8.1 ensure that all passwords used in connection with the Equipment and/or the Subscribed Service are strong, comprising not less than eight characters including at least one number, one letter, and one alphanumeric symbol;
- 14.8.2 change such passwords regularly, and at a minimum every six (6) weeks;
- 14.8.3 restrict access to passwords to authorised personnel only;
- 14.8.4 ensure that up-to-date antivirus protection and appropriately configured firewalls are in place and maintained in accordance with current industry best practice;
- 14.8.5 without delay, follow any reasonable security directions provided by Fidelis Plus Ltd from time to time.

15. Intellectual Property

15.1 If any software, documentation, or manuals are provided to the Customer by Fidelis Plus Ltd to enable the Customer to use the Subscribed Service, Fidelis Plus Ltd grants the Customer a non-exclusive, non-transferable licence to use such software, documentation or manuals solely for the duration of the applicable Minimum Term and solely for the purpose of accessing and benefiting from the Subscribed Service.

15.2 Except as permitted by law or this Agreement, the Customer shall not, without the prior written consent of Fidelis Plus Ltd:

- copy, decompile, reverse engineer or modify any software supplied;
- copy or distribute any related manuals or documentation;
- or knowingly permit or allow any third party to do any of the above.

15.3 The Customer shall not use the Subscribed Service in any manner that violates the intellectual property rights of Fidelis Plus Ltd, its licensors, or any third party.

16. Regulatory Obligations

16.1 If Fidelis Plus Ltd receives a request from the Customer to:

- 16.2 port any telephone number to another service provider or network operator; or
- 16.3 port into Fidelis Plus Ltd any telephone number allocated by a third party,

16.4 then Fidelis Plus Ltd shall assist in fulfilling such request in accordance with its obligations under Condition B3 of the General Conditions of Entitlement (as may be amended by OFCOM from time to time).

16.5 The Customer acknowledges that access to Emergency Organisations via services such as ISDN may cease during power cuts or internet connectivity failures, as such services are dependent on an active power supply and broadband connection.

17. Charges and Payment

17.1 The Charges applicable to each Subscribed Service shall be as set out in the relevant Order, associated Pricing Terms, and this clause 17.

17.2 Where the Customer makes use of any Subscribed Service for which no specific Charges have been agreed in advance, the Customer shall be charged at Fidelis Plus Ltd's prevailing standard rates for that service, unless expressly agreed otherwise in writing.

17.3 If any third-party charges are incurred in relation to a Subscribed Service, and the Customer terminates this Agreement prior to the expiry of the relevant Minimum Service Term, the Customer shall remain liable for such third-party charges in full, in addition to any applicable Early Termination Charges.

17.4 If the Agreement is terminated at any time, the Customer shall remain liable for all recurring Charges relating to a Site up to and including the last day of the calendar month in which the relevant Subscribed Service was terminated.

17.5 Fidelis Plus Ltd may invoice the Customer (and if invoiced, the Customer shall pay in accordance with the payment provisions of the Agreement) for any charges levied against Fidelis Plus Ltd (or its suppliers) by any third-party operator or service provider for the provision of Subscribed Services not otherwise itemised in this Agreement.

17.6 If the Customer arranges an engineering visit and the engineer is unable to gain access to the Customer's Site at the scheduled time, the Customer shall be charged an Abortive Visit Charge as set out in the applicable Pricing Terms.

17.7 Call Charges will be calculated based on the time a call is initiated, using the following structure:

Rate	Time Period
Peak	08:00:00 – 17:59:59, Monday to Friday
Weekend	00:00:00 Saturday – 23:59:59 Sunday
Off Peak	All other times not listed above

17.8 Where a call overlaps time periods, the entire call shall be charged at the rate that applied at the time the call was initiated.

17.9 Calls are measured and billed in per-second increments (or in accordance with the applicable tariff). Individual call charges are calculated to four decimal places (£0.0001), rounded up to two decimal places on the invoice, and rounded up to the nearest penny before VAT is applied.

17.10 Any calls made by the Customer using the Subscribed Service before the applicable Go Live Date will be chargeable and invoiced to the Customer.

17.11 Fidelis Plus Ltd reserves the right to charge for any calls made following the termination date of the applicable Subscribed Service, until such time as the Line has been fully ceased.

18. Termination

18.1 The Customer shall not retain ownership of any CLI or related features following termination of the relevant Subscribed Service.

18.2 All costs incurred by Fidelis Plus Ltd in relation to the migration or transfer of any Connections shall be borne by the Customer. For clarity, the Customer remains liable for payment of all Charges up to and including the actual migration date of the affected Connections.

19. Definitions (Service Specific Terms)

19.1 The definitions provided in the General Terms & Conditions shall apply to these Service Specific Terms unless otherwise specified below:

Abortive Visit Charge: A fixed charge applied when an engineer is unable to access the Customer's Site to repair a fault.

Call: A signal, message, or communication (which may be silent, visual, or spoken), excluding text messages.

Carrier: The applicable third-party public telecommunications operator or third-party network service provider.

CLI: Caller Line Identity – the identifier of the calling party initiating a Call (typically a telephone number).

CLI Presentation Number: A number presented to recipients of outgoing calls, which may differ from the Customer's actual CLI, subject to authorisation and ownership.

Connection: Each individual instance of the Customer's connection to a Subscribed Service.

Delivery: The point at which Equipment arrives at the Customer's Site, immediately before unloading from the delivery vehicle. "Delivered" shall be construed accordingly.

Emergency Calls: a call to 999 or 112 or any other number associated with UK emergency services.

Emergency Organisations: in respect of any locality:

(a) the relevant public police, fire, ambulance and coastguard services for that locality; and

any other organisation, as directed from time to time by OFCOM as providing a vital service relating to the safety of life in emergencies.

Equipment: the equipment and/or software-related products supplied to the Customer in accordance with these Service Specific Terms.

Go Live Date: the date when Fidelis Plus Ltd notifies the Customer that a Service is ready for use by the Customer, or if earlier the date when the Customer starts to use the Service.

Incompatible Services

any services on a Line identified by Fidelis Plus Ltd or any third party operator as being incompatible with the provision of the applicable Subscribed Service.

Inbound Call: any call made to the Customer.

Inbound Traffic Routing: the routing of Inbound Calls received on the Fidelis Plus Ltd Network.

Indirect Access: the method of routing a Call by utilising a third party telecommunications operator to collect the Call from the Customer and to route it over the Fidelis Plus Ltd Network.

IP: internet protocol.

IP Address: a numerical label assigned to each device participating in a network which communicates using the internet.

Internet Access Circuit: an IP circuit used to carry IP traffic.

Line: a Connection (either installed by Fidelis Plus Ltd or a third party operator) between the Customer and the Fidelis Plus Ltd Network.

Line Rental: a Subscribed Service provided by Fidelis Plus Ltd to the Customer to allow the Customer to rent access to a telephone line and any ancillary extras which Fidelis Plus Ltd expressly agrees to provide as part of the Line rental Subscribed Service.

Message: anything contained within paragraphs (a) to (d) (inclusive) of sub-section 4(1) of the Telecommunications Act 1984.

Network Operator: the relevant Network operator supplying services provided by Fidelis Plus Ltd under this Agreement.

Non-recurring Charges: non-recurring usage-based charges such as call charges and data usage.

Nuisance Call: an unwanted Call that causes annoyance to the receiver of the Call and/or is a hoax Call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene or menacing nature including unauthorised or “spam” Calls, and “silent” and “abandoned” Calls as defined by OFCOM in “Persistent Misuse: A statement of Ofcom’s general policy on the exercise of its enforcement powers” published 20 December 2016, and any subsequent update.

Outbound Calls: any outgoing call made by a party via a Subscribed Service.

Phone-paid Services: the regulatory agency for premium rate services or any similar body which may be appointed in

Authority: addition to or in substitution of the Phone-paid Services Authority by any competent authority.

Planned Engineering Works: the scheduled maintenance activity which Fidelis Plus Ltd will undertake from time to time in accordance with this Agreement to maintain and/or upgrade the Subscribed Service which may affect the availability of the Subscribed Service.

PSTN: a public switched telephone network.

Rates: a rate per minute for all Traffic routed as set out in the Pricing Terms.

Recurring Charges: recurring (non-usage based) charged for the Subscribed Service such as line rental and circuit charges.

Services Description: the description of the Subscribed Service issued by Fidelis Plus Ltd from time to time.

Service Establishment: the process required to be followed in order than the Subscribed Service can be provided to the Customer.

Service Features: a distinguishable software function of the Subscribed Service.

Service Measurement Period: a period of one (1) calendar month.

Site: each site to which a Service is to be provided as set out in the Order.

Traffic: Calls made or prospectively to be made by the Customer.

Voice and Data Refile: a service enabling Fidelis Plus Ltd to deliver Customer Messages (in particular telephony and data traffic) from the United Kingdom to national and selected international destinations via a Service Provider