

Terms & Conditions of Service

THE SCHEDULE for the supply of Number Porting Services

1.0 Description of the Service

This Schedule and the MASTER SERVICES AGREEMENT FOR THE PROVISION OF TELEPHONY, COMMUNICATIONS, INFRASTRUCTURE SERVICES and INFORMATION TECHNOLOGY SERVICES and the Order together form the Contract for the Service(s) to be supplied by the Supplier to the Customer.

This Agreement is made between the Supplier (X.Communications Limited registered in England & Wales under number 02139995) and the Customer, as specified on the Supplier's Order form.

The Supplier agrees to provide Number Porting Services as specified under this Schedule.

Where a conflict exists between this Schedule and the Master Services Agreement, the Master Service Agreement will take precedence.

2.0 Definitions

Number Portability: means an Ofcom regulated facility which allows customers to keep their numbers when changing telecommunications providers.

Port / Porting: The process of the Number moving from one Provider to another Provider.

Port Away; means the Supplier number is being moved (Ported) to the new Gaining Provider

Port In; means the Supplier is moving the Customer number away from the Customer current supplier (Losing Provider) to the Supplier

Provider: means a telecommunications company that owns and provides telephone numbers .

Losing Provider: means the telecommunications company that provides the number that is to Port away.

Gaining Provider: means the telecommunications company that will be taking over the number that is to Port across.

3.0 The Service

- 3.1** The Supplier will provide Number Portability where it is possible to do so based on the type of number and other technical aspects of the number.
- 3.2** To Port a number from another Provider the Customer will need to confirm in writing to the Supplier the number/s including all numbers in any DDI ranges which are to Port and provide a copy of a telephone bill identifying the number is in use by the Customer.
- 3.3** The Customer may be asked to supply a letter of authority that can be sent by the Supplier to the Losing Provider

- 3.4** Once the Supplier receives the Number Port information from the Customer, the Supplier will send a Port request to the Losing Provider of the number.
 - 3.5** The Supplier will inform the Customer if the Number Port request will be successful after feedback from the Losing Provider.
 - 3.6** If the telephone number is being Ported as part of a transfer of other Services, the Customer gives permission for the Number/s to be Ported as part of that Service Transfer.
 - 3.7** If the Numbers being ported are part of a DDI range of numbers or group of telephone lines the Customer gives permission for the whole DDI range or group of telephone lines to be Ported by the Supplier.
 - 3.8** Where calls are being made over the telephone lines of the number/s to be Ported the Customer accepts those telephone calls will be billed by the Supplier after completion of the Number Porting process.
 - 3.9** The Customer acknowledges that any lines associated to a number that is to be Ported Away from a losing provider, may result in the lines or services being terminated by the Losing Provider.
 - 3.10** The Customer accepts that some equipment attached to telephone lines where numbers are being Ported including numbers used on Fax or alarm or PDQ lines may not function correctly after Porting occurs.
 - 3.11** Customers who are Porting their numbers away from the Supplier accept that the Porting Process is controlled by the Gaining Provider.
 - 3.12** The Supplier will request that the Gaining Provider will in all cases provide the correct required information to allow a number to Port Away and where incorrect information has been submitted the Supplier has the right to prevent the Port Away from occurring until such time as the correct information has been supplied by the Gaining Provider.
 - 3.13** The facility to move numbers between suppliers is regulated by Ofcom and these regulations can change from time to time.
- 4.0 The Customer agrees to the following:**
- 4.1** That the information provided by the Customer for a Number Port will be used by the Supplier when requesting the Number Port.
 - 4.2** The Customer accepts that if incorrect information is submitted to the Supplier the Number Port may fail and be rejected by the losing provider and additional charges may be incurred by the Customer.
 - 4.3** The Customer agrees to pay any reasonable expenses incurred for re-submissions of Number Porting requests where original information was inaccurate.
 - 4.4** The Supplier's ability to Port the numbers is subject to the Losing Provider being able, and agreeing to Port the numbers.
 - 4.5** Where the Customer is provided with a telephone number (including a code) the Customer accepts that they do not own the numbers and that the numbers are owned by the Supplier.
 - 4.6** That Porting a number away from a PSTN line will result in the telephone line ceasing. Any devices or services connected to the telephone line after the number has Ported Away will no longer work including but not limited to broadband services.

5.0 The Supplier will use reasonable business endeavours to ensure that the Customer is able to keep the numbers during the term of this Service contract, but the Supplier reserves the right to change the telephone number on notice at the Supplier's reasonable discretion.

6.0 The Supplier accepts no responsibility or liability for failings by the Losing Provider when the Supplier is Porting in a Customer Number that results in the Customer losing the number that is being Ported or the Port being rejected and delays being incurred.