

SCHEDULE FIVE

WHOLESALE ACCESS TO EMERGENCY SERVICES

1. INTERPRETATION AND DEFINITIONS

Words and expressions in this Schedule shall have the meaning given in the TSA, except as shown below:

“BT Emergency Centre”	premises where BT operators answer Emergency Calls;
“CLI”	has the meaning given to Calling Line Identification in the CLI Guidelines;
“CLI Guidelines”	the Guidelines for the provision of Customer Line Identification Facilities and other related services, published by Ofcom, as may be amended or replaced from time to time;
“Emergency Call”	a Call from an End User to the emergency services made by dialling either 999 or 112;
“Emergency Organisation”	the relevant police, fire, ambulance or coastguard service;
“Minimum Term”	one year from the date of commencement of the Service;
“National Telephone Numbering Plan”	a document published by Ofcom from time to time under section 56 of the Act;
“Network Termination Point”	the physical point at which an End User is provided with access to a public electronic communications network and, where it concerns electronic communications networks involving switching or routing, that physical point is identified by means of a specific network address, which may be linked to the telephone number or the name of the End User;
“Price List”	the Wholesale Access to Emergency Services Price List, as published by Magrathea from time to time;
“RIPA”	the Regulation of Investigatory Powers Act, 2000;
“Service”	the conveyance by Magrathea of Emergency Calls to a BT Emergency Centre;
“TSA”	the Telecommunications Service Agreement made between the Parties;

“VoIP”

Voice over Internet Protocol.

2. DESCRIPTION OF SERVICE

- 2.1 Magrathea shall make reasonable endeavours to convey Emergency Calls to a BT Emergency Centre, from where they will be handed over to an Emergency Organisation by BT.
- 2.2 Where appropriate, Magrathea shall provide BT with an indicator that a call is a VoIP-originated Emergency Call.
- 2.2 Magrathea shall enable the Customer to submit address or location information with respect to its End Users to the BT Emergency Centre database.
- 2.3 The Service shall only be available for access by persons using a telephone number conforming to the National Telephone Numbering Plan and originating from a calling party located in the mainland UK. The Service cannot be used by callers from the Isle of Man or the Channel Islands.

3. COMMENCEMENT AND DURATION

- 3.1 Subject to the provisions of Clause 6 of the TSA (“Suspension and Termination”), this Service shall commence on a date to be agreed between the parties and shall continue until either party gives to the other 6 months’ written notice to terminate, expiring at or after the end of the Minimum Term.

4. CUSTOMER’S OBLIGATIONS

- 4.1 The Customer shall convey all Emergency Calls to Magrathea with the CLI (which may be used by an Emergency Organisation to call or locate the calling party). Any call presented without a CLI, or that has not had address data submitted for the CLI, may be rejected.
- 4.2 The Customer shall, in a timely manner, handle, process and reply to all enquiries and complaints about Emergency Calls.
- 4.3 The Customer shall provide and, as appropriate, amend and delete its customer records, maintaining data accuracy by timely provision to Magrathea of the following records:-
 - 4.3.1 a telephone number that may be used to call the End User;
 - 4.3.2 the End User’s name and installation address (including post code) for each Network Termination Point. For End Users with nomadic applications that use more than one Network Termination Point, the installation address is where the application is normally used
 - 4.3.3 whether End Users making Emergency Calls using a VoIP service will use, or be likely to use, more than a single Network Termination Point.
- 4.4 End User records will be provided in the stipulated format by a means of electronic data exchange.

- 4.5 Where the Customer offers a VoIP service, the Customer undertakes to inform its End Users (and prospective End Users) of the features of VoIP originated Emergency Calls with respect to the following:-
- 4.5.1 that the VoIP application requires a power source and enabled internet connection to make 999 calls;
 - 4.5.2 that the calling party is required verbally to provide their location to the BT Emergency Centre when making a VoIP originated Emergency Call; and
 - 4.5.3 that VoIP originated Emergency Calls may have to pass over the public internet where they will not receive the same network priority or quality assurance as an Emergency Call made on a mobile network or on a circuit-switched fixed line.
- 4.6 The Customer shall provide a 24-hour contact number that may be called by the BT Emergency Centre or the Emergency Organisation to confirm location information held regarding the End User. This number must be answered by an operator, not an Interactive Voice Response system.
- 4.7 The caller ID sent by the customer (or network number, if they are sending two caller ID values) must be a subscriber number from a number range that they are authorised to use and specifically cannot be the number from a WLR line or LLU line unless they are also the copper line provider.

5. CHARGES AND PAYMENT

- 5.1 The Customer shall pay Magrathea the charges as specified in the Price List.
- 5.2 The Service will not commence until the Initial Set-Up Charge (as set out in the Price List) has been received by Magrathea from the Customer.
- 5.3 Magrathea will assign the Customer to Level 1, 2 or 3 and the Customer will pay the monthly charges applicable to that Level, according to the Price List.
- 5.4 The Level to which the Customer has been assigned will be reviewed on a regular basis or upon request by the Customer. The Level will be set according to the average monthly usage of the Service over the previous three months, or as forecast for the first three months for new Customers.
- 5.3 Magrathea may at any time vary the rates detailed in the Price List, but shall give the Customer 30 days' written notice of such change.
- 5.4 In exceptional circumstances and with the agreement of the Customer on a case by case basis Magrathea may introduce a price change with immediate effect.
- 5.5 All call charges commence on the receipt of an answer signal from the BT Emergency Centre. Magrathea will not be held responsible for any instances where this is generated in error.
- 5.6 Call charges cease on the receipt of a call clear message from either the Customer's equipment or the BT Emergency Centre. It is the responsibility of the Customer to ensure that this signal is received by Magrathea.

6. SUSPENSION & TERMINATION

6.1 In addition to the provisions set out in Clause 6 of the TSA, Magrathea may suspend or terminate this Service if it is withdrawn by BT, or if Magrathea is prevented from doing so for regulatory reasons.

7. DATA PROTECTION & RETENTION

7.1 The Customer acknowledges that, notwithstanding the provisions of Clause 9 of the TSA and the Annex to the TSA:

7.1.1 Magrathea may transmit certain End User data (specifically any address or location information that has been provided) to the BT Emergency Centre to be used for relaying to Emergency Service providers; and

7.1.2 Magrathea will comply with its obligations under RIPA and any other relevant legislation to retain certain customer data and disclose such data to the relevant authorities upon request.

8. THIS SCHEDULE TO PREVAIL

8.1 If there is any inconsistency between the provisions of this Schedule and the TSA, the provisions of this Schedule shall prevail.

Customer Signature:

Magrathea Signature:

Name:

Name:

Title:

Title:

Company Name:

Date:

Date:

Customer's 24 hour contact number (Clause 4.6)	
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