

Terms and Conditions – Hosted Telephony Services - G-Cloud 15

1. Definitions

1.1 **“Agreement”** means these Terms and Conditions, the applicable Service Schedule(s), Order Form(s) and any referenced appendices.

1.2 **“Customer”** means the contracting body procuring Services under the G-Cloud 15 Framework.

1.3 **“Services”** means the cloud-based communications services delivered by Social Telecoms CIC, including 8x8 Services, Zoom Services and Social Telecoms Hosted Telephony.

1.4 **“Service Schedule”** means the appendix setting out additional terms applying to a specific Service.

1.5 **“Service Levels (SLA)”** means the availability commitments, performance obligations, remedies and exclusions relating to each Service.

1.6 **“Customer Content”** means all data submitted, transmitted, stored or processed by the Customer when using the Services.

1.7 **“Order Form”** means the document specifying service quantities, pricing, term and commercial details.

2. Structure and Order of Precedence

2.1 This Agreement comprises:

- (a) These Core Terms & Conditions;
- (b) The relevant Service Schedule(s);
- (c) The Order Form; and
- (d) Any referenced Statements of Work.

2.2 In the event of conflict, the following order of precedence applies:

1. G-Cloud 15 Call-Off Contract;
2. Order Form;

3. Service Schedule;
 4. These Core Terms.
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3. Commencement and Duration

- 3.1 The Agreement begins on the **Effective Date** stated in the Order Form.
 - 3.2 The Initial Term for each Service is set out in the Order Form.
 - 3.3 Unless otherwise restricted by G-Cloud rules, Services renew automatically for successive 12-month periods unless terminated in accordance with Clause 14.
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4. Supplier Obligations

4.1 Social Telecoms shall:

- (a) Provide access to the relevant cloud platform (8x8, Zoom or Hosted Telephony);
 - (b) Implement and maintain industry-standard security and technical controls;
 - (c) Deliver Services in accordance with the relevant SLA;
 - (d) Provide reasonable cooperation and support for service operation.
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5. Customer Obligations

5.1 The Customer shall:

- (a) Ensure that account information and user details remain accurate and up-to-date;
 - (b) Maintain adequate connectivity, network readiness and compatible devices;
 - (c) Ensure compliance with platform Acceptable Use Policies;
 - (d) Take responsibility for the actions of its users.
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6. Service Levels and Availability

6.1 Each Service Schedule describes:

- (a) SLA targets (e.g., uptime);
- (b) Definitions of Planned and Unplanned Downtime;

- (c) Exclusions (e.g., Customer network failures, force majeure);
- (d) Application of service credits.

6.2 Service credits are the Customer's exclusive financial remedy for failure to achieve SLA targets.

7. Use of the Services

7.1 The Customer shall not:

- (a) Use the Services unlawfully;
- (b) Interfere with, disrupt or circumvent security controls;
- (c) Misuse telephony, conferencing or user licences.

7.2 Social Telecoms may suspend Services where necessary for security, legal compliance, or in the event of material breach.

8. Customer Content

8.1 The Customer retains ownership of Customer Content. 8.2 The Customer is responsible for ensuring lawful submission and securing required third-party consents. 8.3 Social Telecoms and its suppliers process Customer Content solely:

- (a) To provide the Services;
 - (b) To meet regulatory or legal obligations;
 - (c) To enforce acceptable use and security requirements.
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9. Data Protection

9.1 Each party shall comply with UK GDPR and the Data Protection Act 2018.

9.2 Social Telecoms acts as **Processor** unless otherwise indicated.

9.3 Supplier and platform Data Processing Addenda are incorporated by reference.

10. Security

10.1 Supplier platforms maintain technical and organisational measures to protect against unauthorised or unlawful access, alteration, disclosure or destruction.

11. Charges and Payment

11.1 Charges are defined in the Order Form.

11.2 Usage-based charges may apply and will be invoiced in arrears.

11.3 The Customer shall pay invoices within the timeframe set out in the Order Form and consistent with G-Cloud requirements.

12. Warranties

12.1 Each party warrants that it has full authority to enter into this Agreement.

12.2 Social Telecoms warrants that Services will be delivered with reasonable skill and care.

12.3 Services are provided on a reasonable efforts basis and are not guaranteed to be error-free or uninterrupted.

13. Liability

13.1 Liability is capped at the annual charges paid or payable for the affected Service, unless prohibited by the G-Cloud Framework.

13.2 Neither party is liable for indirect, consequential or special losses except where required by law.

13.3 Nothing in this Agreement limits liability for fraud, death or personal injury.

14. Subcontracting

14.1 Social Telecoms may subcontract delivery to accredited platform providers (including cloud telephony platforms) but remains responsible for performance.

15. Termination

15.1 Customer may terminate:

- (a) For convenience under the G-Cloud Call-Off Contract;
- (b) For Supplier material breach;
- (c) For Supplier insolvency;
- (d) For regulatory or legal reasons.

15.2 Social Telecoms may terminate:

- (a) For non-payment;
- (b) For Customer material breach;
- (c) Where force majeure persists beyond a reasonable period.

15.3 On termination:

- (a) Access to Services may be disabled;
 - (b) Customer Content will be returned or deleted in accordance with written instruction.
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16. Governing Law

16.1 This Agreement is governed by the laws of England and Wales.

Service Schedules

Schedule A – 8x8 Services (Detailed)

A1. Service Description

8x8 Services include hosted telephony, call handling, softphone, analytics, call recording, and optional contact-centre features.

A2. Service Levels

- **Availability Target:** 99.999% core platform uptime.
- **Planned Maintenance:** Scheduled outside business hours with minimum 48 hours' notice.
- **Unplanned Downtime:** Service-affecting issues outside the planned window.

A3. Service Exclusions

- Customer network issues
- Internet connectivity failures
- Force majeure events
- Unsupported third-party integrations

A4. Service Credits

- < 99.999% but ≥ 99.99% → 5% monthly credit
- < 99.99% but ≥ 99.9% → 10% monthly credit
- < 99.9% → 25% monthly credit

A5. Support

- **Standard Support:** 9am–5pm UK, Mon–Fri
- **Critical Fault Support:** 24/7

A6. User Licensing

- Licences assigned per named user.
- One user per extension; sharing is prohibited.

A7. Number Porting

- Porting windows coordinated with Openreach.
- Lead times: 7–25 working days depending on supplier.

A8. Calling Plans

- Inclusive UK geographic and mobile minutes.
- Out-of-bundle rates subject to current tariff.

A9. Call Recording

- Stored securely in supplier cloud.
- Retention 30 days by default; extended retention available.

A10. Data Processing

- 8x8 acts as sub-processor to Social Telecoms.
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Schedule B – Zoom Services (Detailed)

B1. Service Description

Zoom Services include meetings, webinars, Zoom Phone, messaging and optional add-ons.

B2. Service Levels

- **Availability Target:** 99.9%
- **Maintenance Windows:** Published via Zoom status dashboard.

B3. Customer Responsibilities

- Manage Zoom accounts and SSO (if enabled).
- Maintain security of meeting links.

B4. Acceptable Use

- No unauthorised recordings
- No harmful or illegal content

B5. Service Credits

- Availability < 99.9% → 10% monthly credit
- Availability < 99.5% → 25% monthly credit

B6. Data Processing

- Zoom acts as sub-processor.
- Data stored regionally per tenant config.

B7. Zoom Phone Specifics

- E911/emergency calling limitations noted.
- Number provisioning and porting subject to same Openreach rules.

B8. Integrations

- Integrations with Teams, Slack and CRMs subject to third-party terms.
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Schedule C – Social Telecoms Hosted Telephony (Detailed)

C1. Service Description

Hosted Telephony delivered via SIP-based cloud platform under Social Telecoms management. Includes handsets, softphones, hunt groups, IVR, voicemail, call recording, analytics.

C2. Service Levels

- **Core Platform Uptime:** 99.95%
- **Hosted PBX:** Geographically redundant architecture.

C3. Maintenance

- Planned works notified 72 hours in advance.
- Emergency maintenance only for critical security issues.

C4. Support

- Standard Support: 9am–5pm, Mon–Fri
- Out-of-Hours Major Incident Hotline

C5. Numbering & Porting

- New number allocation from Ofcom ranges.
- Porting lead times subject to carrier.

C6. Calling Plans

- Inclusive UK minutes (geographic & mobile)
- International and premium calls billed at tariff rates.

C7. Fair Usage Policy

- Excessive outbound calls (>3,000 mins/user/month) may incur additional charges.

C8. Business Continuity

- Automatic failover to standby site.
- Optional call-forwarding rules during outage.

C9. Data Processing

- Social Telecoms as Processor; hosted telephony supplier as sub-processor.

C10. Security

- SIP TLS/SRTP encryption where supported.
- Anti-fraud monitoring for call anomalies.