**ANNEX D**

**DEFINITIONS**

|  |  |
| --- | --- |
| **“Access Code”** | a code in the format of 1xx or 1xxx or 1xxxx; |
|  |  |
| **“Act”** | Communications Act 2003; |
|  |  |
| **“Agreement”** | this agreement, the Carrier Price List, the Annexes, Schedules, and Appendices; |
|  |  |
| **“Ancillary Service”** | 1. a service which does not solely comprise the conveyance of Calls; or 2. a Call, except a Transfer Charge Call, where the Calling Party is not required to pay all of the charges associated with that Call; or 3. a Call where the Calling Party is charged at a rate which includes an element over and above the charge for conveyance of that Call; |
| **“Annex”** | annex A, B, C, D, E or F attached to this Agreement; |
|  |  |
| **“Answer Signal”** | the signal required by the originating network to indicate that the transmission path is complete; |
|  |  |
| **“Appendix”** | an appendix to a Schedule; |
|  |  |
| **“Applicable Law”** | means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service; |
|  |  |
| **“Artificial Inflation of Traffic” or “AIT”** | has the meaning ascribed to it in Annex E; |
|  |  |
| **“Associated Company”** | in relation to a Party its Subsidiary or Holding Company of that Party or another Subsidiary of such Holding Company; |
|  |  |
| **“Authorised Overseas System”** | electronic communications network outside the United Kingdom in respect of which a Party conveys an International Call; |
|  |  |
| **“Billing Information”** | such information provided pursuant to Annex B by one Party to the other including, without limitation:   1. such information as is necessary to ascertain the charges payable by each Party under this Agreement; and 2. Interconnect Usage Reports, Operator Services Billing File information, information provided by INCA, and by the Operator's equivalent of Operator Services Billing File information and/or INCA; |
|  |  |
| **“Billing Party”** | the Party to whom charges are payable by the other Party pursuant to this Agreement; |
|  |  |
| **“Billing Period”** | unless otherwise agreed, such agreement not to be unreasonably withheld:   1. the period of one complete calendar month commencing at midnight (0000:00 hrs) on the first day and ending at midnight (2400:00) on the last day of the relevant calendar month; or 2. for those products and services provided subject to quarterly billing (if any), the complete period of financial year quarters commencing at midnight (0000:00 hrs) on the first day of January, April, July and October and ending at midnight (2400:00) on the last day of March, June, September and December (respectively); |
|  |  |
| **“Billing System”** | a system to collate Billing Information and prepare invoices relating to charges payable by each Party under this Agreement; |
|  |  |
| **“BT”** | British Telecommunications public limited company; |
|  |  |
| **"BT 03 UK-wide Number Call"** | a Call made by a Calling Party dialling a BT service on the 03 Number Range; |
|  |  |
| **“BT Basic Telephony Call”** | a Call, comprising the minimum service features necessary to support a speech path through the BT System, handed over from the Operator System to the BT System, destined for a telephone number of a BT Network Termination Point, being a Call available for the conveyance of Signals; |
|  |  |
| **“BT Charge Group”** | a geographical area designated from time to time by BT, and used for retail charges as specified in the BT Retail Price List; |
|  |  |
| **“BT International Outgoing Call”** | a Call, destined for an Authorised Overseas System, comprising the minimum service features necessary to support a speech path through the BT System, handed over from the Operator System to the BT System if a rate for such a Call is specified from time to time in the Carrier Price List, being a Call available for the conveyance of Signals; |
|  |  |
| **“BT Payphone Access Charge” or “BT Payphone Access Levy”** | the charge payable by the Operator for the use of a BT Public Pay Telephone (as defined in the Definitions section of the General Conditions) or an equivalent payphone on the BT System being a payphone operated by a payphone operator other than BT, to originate a Call; |
|  |  |
| **“BT Privacy Policy”** | means the policy that BT has implemented and may update from time to time on how it Processes Personal Data and that is set out at https://www.bt.com/privacy-policy/; |
|  |  |
| **“BT Service Provider”** | a person who has contracted with BT for the delivery of BT XX NGCS Calls. The expression shall also include BT in respect of such telephone numbers where BT has published those numbers as being available to call BT itself in respect of certain BT services; |
|  |  |
| **“BT Services”** | services provided by BT to the Operator pursuant to a Schedule; |
| **“BT Switch Connection”** | 1. BT IP Exchange at which Calls handed over:  from the Operator System are initially switched; or 2. to the Operator System are finally switched; by BT; |
|  |  |
| **“BT System”** | the Public Electronic Communications Network provided by BT for connection to the Operator System pursuant to this Agreement; |
|  |  |
| **“BT Transit Call”** | a Call comprising the minimum service features necessary to support a speech path through the BT System, handed over from either the Operator System or a Third Party System, to the BT System, destined for either the Operator System or a Third Party System, being a Call available for the conveyance of Signals;; |
|  |  |
| **"BT XX NGCS Call"** | a Call made by a Calling Party dialling a telephone number commencing with the digits 0843, 08442 through 08449, 0845, 0870, 08712 - 08719, 0872, 0873, or 09 (as the case may be), followed by the remainder of a BT Service Provider's number; |
|  |  |
| **“Call”** | a transmission path through Telecommunication Systems for the sending of Signals, and a reference to conveyance of a Call by a Party means the establishment by that Party of a transmission path through that Party's System and the conveyance by that Party in accordance with this Agreement of a Signal (if any) over such transmission path; |
|  |  |
| **“Calling Centre”** | any location, whether or not authorised, where Calls may be made; |
|  |  |
| **“Calling Party”** | a person who initiates a Call; |
|  |  |
| **“Capacity”** | capacity in units of Ports; |
|  |  |
| **“Capacity Order”** | an order for Capacity placed by one Party on the other, pursuant to Annex A; |
|  |  |
| **“Capacity Provision”** | the provision of new or additional Capacity; |
|  |  |
| **“Carrier Price List” or "CPL"** | the price list having that name which contains charges for a BT service or facility, charges in relation to Network Components (if required pursuant to a Condition), charges for services provided by the Operator and some other charges and information; |
| **“Carrier Chargeband Reference Data”** | such reference data (including EBC matrix, complementary retail file and associated files) as BT shall from time to time make available to the Operator, being data for the preparation and validation of Billing Information for Calls; |
|  |  |
| **“Chargeable Call”** | a Call for which a charge is made pursuant to this Agreement; |
|  |  |
| **“Chargeable Call Duration”** | The duration of a Chargeable Call commencing with the receipt of an Answer Signal and ceasing with the receipt of a Release Signal, at the point of recording by the Party recording the relevant Billing Information, rounded up to the nearest second (or such greater accuracy as the Parties may agree in writing); |
|  |  |
| **“CLI”** | has the meaning given to Calling Line Identification data in the CLI Guidelines; |
|  |  |
| **“CLI Guidelines”** | Guidelines for the provision of Calling Line Identification Facilities and other related services over Electronic Communications Networks dated 28 August 2003 as amended or replaced from time to time; |
|  |  |
| **"Compatible"** | means that the Operator Equipment is able to interoperate with the BT System; |
|  |  |
| **“Condition(s)”** | General Condition(s) or a condition other than a General Condition which applies to either BT or the Operator as the case may be, being a condition as in force at the date of this Agreement, unless otherwise stated; |
|  |  |
| **“Confidential Information”** | any information, in whatever form, which in the case of written or electronic information is clearly designated as confidential and which, in the case of information disclosed orally, is identified at the time of disclosure as being confidential or is by its nature confidential and including such Confidential Information already disclosed by either Party to the other prior to the date of this Agreement but excluding any information which:   1. is in or comes into the public domain other than by reason of a breach of this Agreement; or 2. is previously known on a non-confidential basis to the Receiving Party at the time of its receipt; or 3. is independently generated, developed or discovered at any time by or for the Receiving Party; or 4. is subsequently received from a Third Party without any restriction on disclosure; |
|  |  |
| **“Customer”** | as the context requires:   1. a person having a contract with either or both Parties for the provision of telecommunication services by means of that Party's System; or 2. a user of telecommunication apparatus directly connected to the BT System or the Operator System; or 3. a person having a contract with a reseller of telecommunication services to be provided by means of either the BT System or the Operator System or a user of telecommunication apparatus authorised by that person; |
|  |  |
| **"Customer Requirement Form" or "CRF"** | means a Customer Requirement Form in the form stipulated by BT, for Services provided under this Agreement; |
|  |  |
| **“Customer Service Plan”** | a document containing details of individuals, addresses and telephone numbers for ordering or maintenance of the Services provided pursuant to this Agreement; |
|  |  |
| **“D”** | the fifth digit immediately following the leading zero of the Geographic Area Code or Non-Geographic Code in accordance with the National Telephone Numbering Plan; |
|  |  |
| **“Data Management Amendment” or "DMA"** | such reconfiguration of the BT System or the Operator System as is necessary for access, routing and charging of Calls; |
|  |  |
| **“Daytime”** | the period of time between 0800 and 1800 on Monday to Friday or such other period of time as shall be agreed between the Parties; |
|  |  |
| **“Default Interest Rate”** | four per cent (4%) above the rate per annum as displayed on the “LIBP” page (or such other page whatever its designation on which London Inter-Bank Offered Rates of major banks for three months sterling deposits are for the time being displayed) on the Reuters Monitor Money Rates Services provided that if the offered rates of less than two banks are so displayed then “LIBOR” shall be the arithmetic mean as determined by the Party charging interest of the offered quotations of two leading clearing banks in London, selected by such Party for three months sterling deposits. Such interest shall be calculated on a daily basis; |
|  |  |
| **“Disclosing Party”** | a Party disclosing information to the other Party; |
|  |  |
| **“Dispute”** | a disagreement between the Parties excluding breaches of this Agreement; |
|  |  |
| **“Due Date”** | a date being 30 calendar days after the date of an invoice, or if such 30th calendar day falls on a date other than a Working Day, the date of the previous Working Day; |
|  |  |
| **“E”** | the sixth digit immediately following the leading zero of the Geographic Area Code or Non-Geographic Code in accordance with the National Telephone Numbering Plan; |
|  |  |
| **“Effective Date”** | a date referred to by that name in the Carrier Price List or in a Schedule being the date on which a charge or a variation of a charge referred to in the Carrier Price List or a Schedule takes effect; |
|  |  |
| **“Element Based Charging Matrix” or “EBC Matrix”** | a data source produced by BT as part of the Carrier Chargeband Reference Data providing changing information on the BT circuit switched interconnection network in accordance with BT’s declared theoretical routing principles; |
|  |  |
| **“Emergency Call”** | a 999 or 112 Call handed over from the Operator System to the BT System; |
|  |  |
| **“Emergency Centre”** | premises where BT Operators answer Emergency Calls; |
|  |  |
| **“Emergency Organisation”** | the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies; |
|  |  |
| **"End User"** | the end user of a BT Service or Operator Service; |
|  |  |
| **“Evening”** | periods of time not being either Daytime or Weekend or such other period of time as shall be agreed between the Parties; |
|  |  |
| **“F”** | the seventh digit immediately following the leading zero of the Geographic Area Code or Non-Geographic Code in accordance with the National Telephone Numbering Plan; |
|  |  |
| “**GDPR**” | means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR); |
|  |  |
| **“General Condition(s)”** | general condition(s) set under section 45 of the Act; |
|  |  |
| **“Geographic Area Code”** | a code identifying a particular geographic area in accordance with the National Telephone Numbering Plan; |
|  |  |
| **“GSM”** | Global System for Mobile Communications; |
|  |  |
| **“Holding Company”** | has the meaning in sections 736 and 736A of the Companies Act 1985; |
|  |  |
| **“INCA”** | BT's Inter Network Call Accounting System as the same may be developed from time to time; |
|  |  |
| **“Initial Port(s)”** | means the Ports ordered as part of the first CRF placed by the Customer; |
|  |  |
| **“Intellectual Property Rights”** | any patent, petty patent, registered design, registered trade or service mark, copyright, design right, semi-conductor topography right, know-how or any similar right exercisable in any part of the world including any application therefor; |
|  |  |
| **“Interconnect Link”** | a Link connecting a BT Switch Connection and an Operator Switch Connection passing through a Point of Connection; |
|  |  |
| **“Interconnect Usage Report”** | a report in the same or substantially the same form as specified in the Billing Manual; |
|  |  |
| **“International Call”** | a Call which:   1. originated on an Authorised Overseas System and is handed over to the BT System, and is then handed over by the BT System to the Operator System for Call completion; or 2. is handed over by the Operator to the BT System destined for an Authorised Overseas System; or 3. is handed over by an Authorised Overseas System to the Operator System, and is then handed over by the Operator System to the BT System for Call completion; or 4. is handed over by the BT System to the Operator System destined for an Authorised Overseas System; |
|  |  |
| **Interoperability Testing** | means the testing of the Operator Equipment to determine whether the Operator Equipment is Compatible; |
|  |  |
| **“Invoice Date”** | the date on which an invoice is despatched; |
|  |  |
| **“Internet”** | means the global data network comprising interconnected networks using the TCP/IP protocol suite; |
|  |  |
| “**IP**” | means internet protocol; |
|  |  |
| **"IP Exchange"** | means the BT IP System; |
|  |  |
| **“IP Interconnect”** | means the point at which the Parties’ networks are connected by means of IP technology; |
|  |  |
| **“IP Network”** | the network comprising interconnected networks using the IP protocol suite; |
|  |  |
| **"KCI"** | means keep customer informed notification sent by one Party to the other; |
|  |  |
| **“Link”** | electronic communication apparatus (which has the meaning in section 151(1) of the Act) necessary to establish one or more transmission paths; |
|  |  |
| **“Manual”** | manual referred to in this Agreement of working practices between the Parties; |
|  |  |
| **“MUA or Multiple User Area”** | means any multiple user area (as that term is commonly known in the industry) operated and managed by BT at a building where BT and its customers may house and operate certain telecommunications equipment; |
|  |  |
| **“National Telephone Numbering Plan”** | has the meaning in Section 56 of the Act; |
|  |  |
| **“Network Component”** | has the meaning in a Condition; |
|  |  |
| **“Network Termination Point”** | has the meaning in schedule 1 part 1 of the Notification setting the SMP (fixed narrowband wholesale) Services Conditions dated 28 November 2003 as in force at the date of this Agreement; |
|  |  |
| **“Neutral Access Point or NAP”** | means a mutually agreed point of connection between the parties for the handover of IP Call traffic. |
|  |  |
| **New Services Manual** | the user manual relating to the interconnect service which can be found at the following link: [www.btwholesale.com/help-and-support/voice/interconnect.html#interconnect-billing-manuals](http://www.btwholesale.com/help-and-support/voice/interconnect.html#interconnect-billing-manuals) |
|  |  |
| **"NGCS"** | Non-geographic call services; |
|  |  |
| **"NGCS Service Provider"** | a BT Service Provider or an Operator Service Provider, as the case may be; |
|  |  |
| **“NICC”** | Network Interoperability Consultative Committee; |
|  |  |
| **"Non Geographic Call Services Call" or “NGCS Call”** | a Call to a number prefixed by a Non-Geographic Code (other than a Call destined for a mobile handset) if the Party receiving the Call translates the dialled digits and routes the Call in accordance with such translation, including without limitation, 080, 084, 087 and 09 Calls and other specially charged services agreed as NGCS Calls by the Parties from time to time; |
|  |  |
| **“Non-Geographic Code”** | a code other than a Geographic Area Code, an Access Code or a prefix code identifying a particular service in accordance with the National Telephone Numbering Plan; |
| **"NTE"** | means the network terminal equipment; |
|  |  |
| **“Number Block”** | a Number Range of consecutive telephone Numbers as allocated by Ofcom in accordance with the National Telephone Numbering Plan; |
|  |  |
| **“Number Range”** | Geographic Area Code, Non-Geographic Code, D, E, F, DE and/or DEF as appropriate; |
|  |  |
| **“OFCOM”** | the Office of Communications or if appropriate its predecessor the Director General of Telecommunications; |
|  |  |
| **“Ofcom Interest Rate” or “Adjustment Interest Rate”** | One percent above the Bank of England base rate as published by the Bank of England from time to time, or such other rate determined by Ofcom from time to time. Such interest shall be calculated on a daily basis; |
|  |  |
| **“Operator”** | the other Party to this Agreement; |
|  |  |
| **"Operator 03 UK-wide Number Call"** | a Call made by a Calling Party dialling the Operator service on the 03 Number Range; |
|  |  |
| **"Operator Equipment"** | means the Operator’s equipment used in connection with the Service; |
|  |  |
| **“Operator Service Provider”** | a person who has contracted with the Operator for the delivery of Operator XX NGCS Calls. The expression shall also include the Operator in respect of such telephone numbers where the Operator has published those numbers as being available to call the Operator itself in respect of certain Operator services; |
|  |  |
| **“Operator PRS Call”** | a Call to Operator 09 NGCS or Operator 087 NGCS number; |
|  |  |
| **“Operator Services”** | services provided by the Operator to BT pursuant to a Schedule; |
|  |  |
| **“Operator Services Billing File”** | itemised Call records of the services provided to the Operator by a BT Operator or an operator of a Third Party which would have resulted in a charge from BT had the Calling Party been a BT Customer, together with reports relating to Transfer Charge Calls, ineffective calls, and any other records which will result in charges to be paid by or to the Operator for such services; |
|  |  |
| **“Operator Special Condition(s)”** | Special Condition(s) which applies to the Operator; |
|  |  |
| **“Operator System”** | the Public Electronic Communications Network provided by the Operator for connection to the BT System pursuant to this Agreement; |
|  |  |
| **“Operator Switch Connection”** | an Operator Exchange at which Calls handed over:   1. from the BT System are initially switched; or 2. to the BT System are finally switched; by the Operator; |
|  |  |
| **"Operator XX NGCS Call"** | a Call made by a Calling Party dialling a telephone number commencing with the digits 0843, 08442 through 08449, 0845, 0870, 08712 - 08719, 0872, 0873, or 09 (as the case may be), followed by the remainder of an Operator Service Provider's number; |
|  |  |
| **“Outgoing Call”** | a Call handed over at a Point of Connection by the Operator to BT; |
|  |  |
| **“Party”** | a party to this Agreement; |
|  |  |
| **“Phone-paid Services Authority”** | means the premium rate communication services regulator (which was previously known as ‘Phonepay Plus’) or any succeeding regulator of such services; |
|  |  |
| **“Point of Connection” and "POC"** | a physical or indirect point where the BT System and the Operator System are connected for Calls to be handed over from one System to the other; |
|  |  |
| **“POP”** | means a BT IP Exchange point of presence; |
|  |  |
| **“Port”** | means a logical connection to the BT IP Exchange which conveys a Call; |
|  |  |
| **“Port Capacity”** | means the capacity of a Port to convey a concurrent Call; |
|  |  |
| **“Port Capacity Forecast”** | a forecast of traffic and ports at a BT Switch Connection or Operator Switch Connection, such forecast provided by one Party to the other pursuant to paragraph 7 of Annex A; |
|  |  |
| **“Privacy Regulations”** | the Privacy and Electronic Communications (EC Directive) Regulations as in force at 11 December 2003; |
|  |  |
| **"Product Handbook"** | means the handbook, as may be amended from time to time, containing information relating to the Service to assist the Operator, which is available on the BT Website or otherwise made available to the Customer; |
|  |  |
| **“PRS” or “Premium Rate Service”** | an entertainment, service or information service or value added service which is accessed by means of a Call and for which payment is made by means of Call charges that usually operates on number ranges beginning 087, 09 or 118 and which are subsequently charged to the telephone bill of the Calling Party; |
|  |  |
| **“Public Electronic Communications Network”** | has the meaning as set out in the Definitions section to the General Conditions; |
|  |  |
| **“Receiving Party”** | a Party receiving information from the Disclosing Party; |
|  |  |
| **“Release Signal”** | a signal which indicates that the transmission path of a Call has been disconnected; |
|  |  |
| **“Schedule”** | a schedule in Annex C of this Agreement; |
|  |  |
| **“Secure Data Exchange & Distribution System” or “SDEDS”** | Secure Data Exchange & Distribution System (SDEDS) facilitating one-way electronic system to system file transfer from BT to the Operator; |
|  |  |
| **"Service" or "Services"** | means the BT Services and the Operator Services together or separately, as the context requires; |
|  |  |
| **“Signal”** | has the meaning in section 32 of the Act; |
|  |  |
| **“Special Condition(s)”**  **“Specified System Alteration”** | Condition(s) (other than a General Condition) being a Condition which applies to BT or the Operator, as the case may be, set under section 45 of the Act;  the closure or physical relocation by BT of a POP or the Neutral Access Point. |
|  |  |
| **“Subsidiary”** | has the meaning in sections 736 and 736A of the Companies Act 1985; |
|  |  |
| **“Switch”** | telecommunication apparatus within a System which performs the function of switching and routing Calls; |
|  |  |
| **“Switch Connection”** | a BT Switch Connection or, as the context requires, an Operator Switch Connection; |
|  |  |
| **“System”** | the BT System or, as the context requires, the Operator System; |
|  |  |
| **“System Alteration”** | a change (other than a Data Management Amendment) to a Party’s System, which requires a change to be made to the other Party’s System to allow the continuance of the conveyance of Calls across a Point of Connection pursuant to this Agreement; |
|  |  |
| **"Technical Description"** | means the document, as may be amended from time to time, containing the technical description of the Service, which is available on the BT Website or otherwise made available to the Operator; |
|  |  |
| **“Technical Master Plan”** | documentation retained and owned by both Parties, recording details of the Points of Connection and the plans for development of further Points of Connection; |
|  |  |
| **“Telecommunication System”** | an electronic communications network within the United Kingdom as defined in section 32 of the Act or an Authorised Overseas System; |
|  |  |
| **“Third Party”** | a person other than BT or the Operator; |
|  |  |
| **“Third Party Operator”** | a person being neither the Operator nor BT who provides a Public Electronic Communications Network within the United Kingdom; |
|  |  |
| **“Traffic Type”** | a different identifiable type of Call; |
|  |  |
| **“Transfer Charge Call”** | a Call for which the Called Party is requested and agrees to pay the cost of a Call from the Calling Party; |
|  |  |
| **“VAT”** | United Kingdom Value Added Tax; |
|  |  |
| **“Weekend”** | period of time between 2400 on Friday and 2400 on Sunday or such other period of time as shall be agreed between the Parties; |
|  |  |
| **“Working Day”** | any day other than Saturdays, Sundays, public or bank holidays in the United Kingdom; |