



## We'll be changing our terms and conditions from 1<sup>st</sup> November 2018

We'd like to give notice that from 1<sup>st</sup> November 2018 you'll be moved to our Conditions for Communication Services reference 001.4.8. This latest update has been made to incorporate new regulatory obligations that we are required to introduced by Ofcom and to make our terms clearer for you. You can view the new Conditions for Communication Services at <http://www.gamma.co.uk/legal> or request a copy through your Customer Development Manager. This notice is being provided in accordance with Ofcom regulation and our existing Conditions for Communication Services. Below is a summary of the changes:

Clause	Previous wording	New wording
1.7	<p><b>IPT Service:</b></p> <p>If you have an IPT Service and move location, it is your responsibility to update your address details either using the portal or by notifying us of any change in address where the relevant equipment will be housed so that the correct information can be supplied for Emergency Authority purposes. We are not liable for any consequences of your failure to do this.</p>	<p><b>IPT Service:</b></p> <p>If you have an IPT Service and it is to be used principally in a fixed location, you must register that address with us prior to activation. Furthermore, if you have a reasonable expectation that the IPT Service is to be used in multiple locations, we recommend that you update the location information associated with it whenever accessing the IPT Service from a new location. You can update this information either using the portal or by notifying us of any change in address. For the avoidance of doubt, it is your responsibility to maintain an accurate record of this address information so that we can supply the information to the Emergency Organisation(s). We are not liable for any consequences of your failure to do this.</p>
1.8.1	All Services may be subject to Acceptable Use Policies and Fair Use Policies which at the time of application will be the latest version on <a href="http://www.gamma.co.uk/legal">www.gamma.co.uk/legal</a> . Where any fair usage is exceeded, additional charges will apply	All Services may be subject to Acceptable Use Policies and Fair Use Policies which at the time of application will be the latest version on <a href="http://www.gamma.co.uk/legal">www.gamma.co.uk/legal</a> . Where any fair usage is exceeded, additional charges will apply. Service level agreements and service credit information in respect of our Services are also found here, although we may vary these for you in which case these will be confirmed in writing.
1.11	<p><b>SIP trunk and Horizon Services</b></p> <p>Where you utilise software licensed by Semafone Limited ("Semafone") you accept and shall strictly comply with Semafone's End User Licence Agreement a copy of which we will send to you. You will allow installs of new versions of Semafone's software and ensure your network and systems comply with the relevant specifications in Semafone's design documentation which we will provide to you from time to time.</p>	<p><b>SIP trunk and Horizon Services</b></p> <p>Where you utilise software licensed by a third party you accept and shall strictly comply with such third parties End User Licence Agreement a copy of which we will either send to you or must be accepted before using the software. You will allow installs of new versions of such software and ensure your network and systems comply with the relevant specifications in any third party design documentation which we will provide to you from time to time.</p>
11.7	<p><b>11.6 Existing Contractual Obligations</b></p> <p>It is your responsibility to ensure that signing a contract with us does not breach any existing contractual obligations you may have with any other suppliers and you should give any other suppliers notice as may be required by them. We are not responsible or liable for any costs, financial losses or disputes that may arise from any such breach of contract or your failure to give the correct notice.</p>	<p><b>11.7 Existing Contractual Obligations</b></p> <p>It is your responsibility to ensure that signing a contract with us does not breach any existing contractual obligations you may have with any other suppliers and you should give any other suppliers notice as may be required by them. We are not responsible or liable for any costs, financial losses or disputes that may arise from any such breach of contract or your failure to give the correct notice. We recommend that you review these commitments before transferring any Services to us so that you understand the impact such transfer may have prior to transferring any such services.</p>
22	The Agreement (including these Conditions, the documents referred to in them, the Service Agreement, the Order Schedules and any conditions relating to specific Services) constitutes the entire agreement between you and us for the Services and supersedes any and all other written, recorded and oral communications between you and us in connection with the Services.	The Agreement (including these Conditions, the documents referred to in them, the Service Agreement, the Order Schedules and any conditions relating to specific Services) constitutes the entire agreement between you and us for the Services and supersedes any and all other written, recorded and oral communications between you and us in connection with the Services. In no event shall the pre-printed terms and conditions found on any purchase order, acknowledgement, or other form provided by you be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both parties and such pre-printed terms and conditions shall be null and void and of no force and effect.
Definitions		<b>"Emergency Calls"</b> means calls made to 112, 999 or 18000 numbers.
Definitions		<b>"Emergency Organisation"</b> means in respect of any locality: (a) the relevant public police, fire, ambulance and coastguard

		services for that locality; and (b) any other organisation, as directed from time to time by Ofcom as providing a vital service relating to the safety of life in emergencies.
--	--	---