



**BULLDOG ICT**  
UNIFIED COMMUNICATIONS



# Terms and Conditions For Small to Medium Businesses

Issue 7 - Dated: 14<sup>th</sup> February 2023

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These terms and conditions apply to new and existing customers and are effective from the implementation date shown above.

**BULLDOG COMMUNICATIONS LTD (BULLDOG ICT)**  
**TERMS AND CONDITIONS FOR BUSINESS SERVICE**  
**(INCORPORATING THE SERVICE GUARANTEE)**

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**1. DEFINITIONS**

In this Contract the following terms have the definitions shown next to them:

**"Broker Supply Agreement"** the Broker document recording the main contract details for the supply of Bulldog ICT services. This document may be either signed by the customer or by the Broker following a verbal contract recording.

**"Call"** a signal, message or communication that is silent, spoken or visual.

**"Call Diversion"** diverting incoming Calls to another fixed line or mobile telephone number as set out in the Service Guarantee.

**"Conditions"** these terms and conditions for Bulldog ICT's Business service.

**"Contract"** these Terms and Conditions, the Service Guarantee and the Bulldog ICT Contract or Broker Supply Agreement. This Contract begins on the provision of a live service by Bulldog ICT or where the provision of the initial service goes past the point of no return.

**"Customer"** the person with whom Bulldog ICT contracts to provide the Service.

**"Customer Equipment"** equipment that is not part of the Bulldog ICT or Openreach network and which the Customer used, uses or plans to use with the Service.

**"DISCOUNTED Price"** means the agreed monthly price net of Vat for Line Rental and Call Packages stated on the Bulldog ICT contract or the Broker Supply Agreement, such price to remain Fixed for the duration of the contract subject to the applicable terms and

conditions herein.

**"Minimum Period"** All Contracts are for 36 months (or any other period shown in the Bulldog ICT Contract or Broker Supply Agreement).

**"Pac code"** is the Porting Authorisation Code required to enable the Porting of a Mobile number to take place.

**"Premises"** the place at which Bulldog ICT agrees to provide the Service.

**"Service"** the facility to make or receive a Call (or both) and any related services listed in the Price List that Bulldog ICT agrees to provide to the Customer under this Contract.

**"Service Failure"** the continuous total loss of the facility to make or receive a Call, or of any related service provided to the Customer under this Contract.

**"Service Guarantee"** the guarantee set out in paragraph 22.

**"Bulldog ICT" and "Midlands Tele.com" are** trading names of **Bulldog ICT Ltd**, Registered in England & Wales, Registration Number 10800717, Registered Address: Forward House, 34 High Street, Sutton Coldfield, B72 1UP.

**"Bulldog ICT Equipment"** equipment (including any software) placed by Bulldog ICT at the Premises to provide the Service.

**"Bulldog ICT Contract"** the document recording the main contract details for the supply of Bulldog ICT services. This document may be either signed by the customer in person, by email or by Bulldog ICT following a verbal contract recording

## 2. PROVIDING THE SERVICE

2.1 Bulldog ICT will provide the Service by the date agreed with the Customer. Sometimes, Bulldog ICT will agree the date following a survey of the Premises.

2.2 Occasionally, for operational reasons, Bulldog ICT may have to change the codes or the numbers given to the Customer, or interrupt the Service. Bulldog ICT will restore the interrupted Service as quickly as possible.

2.3 The Customer accepts that occasionally Bulldog ICT will provide instructions regarding the Service. The Customer must follow these instructions.

2.4 Bulldog ICT may take instructions from a person who it thinks, with good reason, is acting with the Customer's permission.

2.5 Bulldog ICT Ltd will pass all installation charges on from Openreach to the Customer. Bulldog ICT Ltd are not liable for any costs incurred when providing new lines/ADSL/FTTC connections unless specifically outlined on any sales agreement to include such charges. These costs can be viewed on our full price list available at [www.bulldog-ict.co.uk](http://www.bulldog-ict.co.uk)

2.5 Where a router needs to be installed by our Engineer, this will normally be the next working day. For instance, your services connect to our network on a Friday, your Router will be installed on a Monday unless a pre booked weekend visit has been confirmed to the Customer, at the Customers request.

2.6 Our customer service hours are from 9:30am to 4:30pm Monday to Friday and we can be contacted on 01213458288.

2.7 We offer fault supports out of hours from 8am – 10pm Mon – Fri and 10am – 6pm Sat-Sun. This is for Faults only (router resets are not a fault) and we can be contacted on 01213458288

## 3. DISCOUNTED PRICE CONTRACTS

3.1 The monthly charging of a DISCOUNTED Price is for the first 12 months only unless otherwise confirmed on the contract. The DISCOUNTS applied will stop at the 12 month point unless otherwise stated on the contract for services, The DISCOUNTED prices are also based on the following;

(ii) Payment of the monthly Fixed Price by Direct Debit;

(iii) Bulldog ICT's Fair Usage Policy of 1500 01/02/03 minutes and 200 mobile minutes per package;

3.2 The monthly DISCOUNTED Price does not include the following unless specifically agreed that it falls within the Like for Like saving;

- Migration/Transfer charges;
- Engineering charges inc New Line Installs;
- Administration charges for Late Payment etc;
- Other one off charges;
- Broadband installation charges or over-usage charges;
- Paper Billing or Non Direct Debit Charges;
- Premium Rate Calls;
- International Calls;
- Select Services such as 1471, 1571 etc
- Static IP Rental

For the avoidance of doubt, the above charges would be additional to the monthly DISCOUNTED Price unless specifically agreed to be included on the contract.

3.3 Unlimited Call Packages are covered by a Fair Use Policy, and free calls are allowable during normal business hours Monday to Friday 9am – 5pm. Calls outside of these hours are classed as chargeable and the charges can be found on our website [www.bulldog-ict.co.uk](http://www.bulldog-ict.co.uk). for diverted Admin Controlled Calls please see clause 16.4 below.

3.4 The Customer's account will be monitored and charged against a Size 15 Tariff (unless the contract specifies a different Tariff), with a charge or credit being made monthly to the invoice to balance back to the monthly Fixed Price, subject to these terms and conditions.

3.5 A review will be carried out at least every 6 months to determine effective operation of the DISCOUNTED Price Tariff, however Bulldog ICT reserves the right at any time on 14 days notice to revert to either a Size 15 Tariff or BT Business Standard Tariff, whichever is more appropriate, in the event that these terms and conditions are not

complied with.

#### **4. VOIP HOSTED TELEPHONY CONTRACTS**

4.1 In order to schedule the installation programme a Site Survey will need to be carried out. The Initial Site Survey & Installation invoice must be paid before these can be scheduled.

4.2 Where Bulldog ICT is replacing an existing Telephony system with VOIP, Bulldog ICT Ltd under no circumstances will buy out or purchase that existing equipment. We will not settle leases unless via a funding platform or refinance deal for the Customer.

4.3 All equipment provided will remain the property of Bulldog ICT Ltd and will be returned in good working order at the end of the Contract. If not returned a charge for replacement will occur.

4.4 Failure to return provided equipment will result in a final invoice to include this equipment

4.5 Voip Telephony is not a guaranteed service as it runs down a broadband or fibre connection. If this connection fails for whatever reason then a divert is normally already set up in the system to allow calls to be diverted to a mobile. If this is not the case the responsibility will fall to the customer who has access to place divers and Bulldog ICT will not accept any responsibility for loss of service or loss of business/trade in the event that the divert is not on.

#### **5. MOBILE CONTRACTS**

5.1 Where a Mobile Contract is undertaken or Mobiles are included within a Bulldog ICT Contract, Fixed Price Contract or VOIP Contract, then the responsibility for providing Pac Codes for the transfer is entirely that of the Customer. Contracted Mobile fees will continue to be due and payable notwithstanding the fact that transfers are delayed due to Pac Code issues.

5.2 For Customers transferring from a Network Provider other than Vodafone, before supplying the Pac Code they should ensure that they have the Unlocking Code from the Network Provider in order to avoid locking problems after the transfer.

5.3 It is the responsibility of the Customer to provide within 30 days of the contract commencement a copy of their previous provider's invoice and/or other documents to confirm the exact tariff they were on in order that a Like for Like service can be provided.

5.4 Please revert to the Mobile Business Terms for full terms and conditions of service for Mobile Telephony

#### **6. BROADBAND/FTTC/FTTP CONTRACTS**

6.1 It is the responsibility of the Customer to provide within 30 days of the contract commencement a copy of their previous provider's invoice and/or other documents to confirm the exact Download tariff they were on in order that a Like for Like service can be provided.

6.2 Bulldog ICT and its ISP are responsible for the provision of a Broadband/FTTC/FTTP signal to the Customer's equipment but assume no responsibility for the operation or configuration of the Customers equipment other than the supply of the relevant Username and Password.

6.3 Transferring your Broadband/FTTC/FTTP service is not guaranteed for a time in a working day. It will normally happen between 9am and 6pm on the day of transfer, and once the service is activated, our Engineer will be dispatched the next working day unless a specific request from the Customer has been received and accepted in writing by Bulldog ICT

6.4 Broadband/FTTC/FTTP is never a guaranteed service and we cannot offer a guarantee that your service will not drop from time to time. We will act reasonably and efficiently in getting your broadband service back up and running as soon as possible if the service drops.

6.5 Broadband/FTTC/FTTP routers and equipment are not covered by us in the event of failure 12 months after installation and it will be the customers responsibility to ensure a replacement is acquired at a cost to them.

#### **7. MANAGING THE SERVICE**

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- 7.1 If the Customer reports a fault in the Service, Bulldog ICT will schedule Openreach to respond in line with the level of repair service the Customer has chosen.
- 7.2 If Openreach agree to work outside the hours covered by the repair service the Customer has chosen, the Customer must pay Openreach additional charges for doing so.
- 7.3 Openreach provides a Service Guarantee. If Openreach is late in providing the Service, or repairing a Service Failure, the Customer may be entitled to a Call Diversion or to claim compensation under the Service Guarantee.
- 7.4 If the Customer reports a fault and Openreach finds that there is none, or that the Customer has caused the fault or the fault is due to the Customer equipment and or its configuration, Openreach will charge the Customer for any costs incurred in dealing with the reported fault.

## **8. MONITORING CALLS**

Bulldog ICT monitors and records calls relating to customer services and telemarketing. Bulldog ICT does this for training purposes and to improve the quality of its customer services. Bulldog ICT also records all calls to the 999 or 112 service.

## **9. ACCESS TO AND PREPARING THE PREMISES**

- 9.1 The Customer agrees to prepare the Premises according to any instructions Bulldog ICT and/or Openreach may give, and provide Bulldog ICT and/or Openreach with reasonable access to the Premises.
- 9.2 When Bulldog ICT's and/or Openreach's work is completed, the Customer will also be responsible for putting items back and for any re-decorating which may be needed.
- 9.3 If Bulldog ICT and/or Openreach needs to cross other people's land, or put Bulldog ICT Equipment on their property (for example a neighbour or landlord), the Customer agrees to give Bulldog ICT their permission.
- 9.4 Bulldog ICT will meet the Customer's reasonable safety and security requirements when on the Premises and the Customer agrees to do the same for Bulldog ICT.
- 9.5 The Customer agrees to provide, at its expense, a suitable place and conditions for Bulldog ICT Equipment and where required a continuous mains electricity supply and connection points.
- 9.6 The Customer agrees to look after any Bulldog ICT Equipment and to pay for any repair or replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by Bulldog ICT or anyone acting on Bulldog ICT's behalf. Bulldog ICT will look after the Customer's physical property as set out in paragraph 15.2.
- 9.7 If we require access to your Premises to repair a fault, replace equipment or install a Router this will be normally done during normal business hours Mon – Fri 9am till 5pm.

## **10. CUSTOMER EQUIPMENT**

- 10.1 If the Customer wishes to connect Customer Equipment to the Openreach network other than by using an Openreach main telephone socket, the Customer must get Bulldog ICT's permission.
- 10.2 Any Customer Equipment must be:
- (a) technically compatible with the Service and not harm the Openreach network or another customer's equipment; and
  - (b) connected and used in line with any relevant instructions, standards or laws.
- 10.3 Bulldog ICT Ltd offer no guarantee that their services will interconnect with any equipment or software owned by the Customer. Certain API's may be required to interconnect and that is done solely at a cost to the Customer. Bulldog ICT Ltd cannot be held liable for any failings of the connection between landline/broadband/fibre/FTTP/Cloud or any other services to the Customers Equipment or software.
- 10.4 The customer accepts all liability in regards to their own equipment and software if it does not interconnect with our services once installed.

## **11. MISUSING THE SERVICE**

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11.1 Nobody must use the Service:

(a) to make offensive, indecent, menacing, nuisance or hoax Calls; or

(b) fraudulently or in connection with a criminal offence. The Customer agrees to take all reasonable steps to make sure that this does not happen. The action Bulldog ICT can take if this happens is explained in paragraph 14. If a claim is made against Bulldog ICT because the Service is misused in this way, the Customer must reimburse Bulldog ICT in respect of any sums Bulldog ICT is obliged to pay.

11.2 The Customer accepts that nobody must advertise the phone number for the Service in or on an Openreach phone box without Bulldog ICT's consent. If this happens, Bulldog ICT may suspend the Service or end this Contract, but Bulldog ICT will write to the Customer before taking this action.

## 12. CHARGES AND DEPOSITS

12.1 The Customer agrees to pay all charges for the Service as shown in the Bulldog ICT Contract or Broker Supply Agreement (or as otherwise agreed) by direct debit at all times, calculated using the details recorded by Bulldog ICT. If no direct debit is in place when it comes to collection Bulldog ICT reserves the rights to remove any discounts that the customer is entitled to under this agreement.

12.2 Unless paragraph 12.4 applies, rental charges will normally be invoiced monthly in advance, for example the June invoice will carry the July rentals. It may be necessary to charge more than one month's rentals on the same invoice to allow this to happen.

And call charges will normally be invoiced monthly in arrears. Where possible the charges will appear on the Customer's next invoice but sometimes there may be a delay.

12.3 Bulldog ICT will send its first invoice on or shortly after providing the Service, and then at regular intervals, usually every month. Sometimes Bulldog ICT may send the Customer an invoice at a different time.

12.4 If the Customer orders a temporary Service, Bulldog ICT may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.

12.5 Bulldog ICT will e mail or post invoices for the Service to the address provided by the Customer. The Customer may also view its invoices online at: <http://www.Bulldog ICT.com/yourbills>

12.6 The Customer agrees to pay all undisputed charges for the Service whether the Service is used by the Customer or someone else within 14 days of the date of Bulldog ICT's invoice or immediately as appropriate.

12.7 If the Customer disputes any charge on an invoice the Customer will within 14 days of the date of the invoice notify Bulldog ICT with all relevant information supporting the Customer's claim. Any disputes will be resolved promptly and the resolved outstanding amount, if any, will immediately be payable by the Customer. For the avoidance of doubt, any undisputed amounts must be paid within 14 days of the date of Bulldog ICT's invoice.

12.8 If the Customer does not pay an invoice, Bulldog ICT may charge the Customer: (i) daily interest on the overdue amount(s) at a rate equal to 4% per annum above the base lending rate of HSBC Bank plc for the period beginning on the date on which payment is due and ending on the date on which payment is made; and/or (ii) a late payment fee of £10.

12.9 In some cases the Customer may need to pay a deposit or provide a guarantee as security for paying future charges.

12.10 If a Customer's services are suspended fully, a £15 reconnection charge will apply to re-activate the services. This can take up to 48 hours for services to be fully activated.

12.11 The contract charges can be increased each year in April or October in line with current RPI increases.

12.12 If a direct debit fails to collect, Bulldog ICT will charge £15 for this refusal by your bank.

12.13 We will notify you by text message service if your services are due to be restricted and why with four hours notice in a normal situation.

## 13. CANCELLING OR ENDING THIS CONTRACT

13.1 The Customer may cancel this Contract or any part of the Service at any time before Bulldog ICT provides the Service. In this event, the Customer must pay Bulldog ICT for any work done or money spent in getting ready to provide the Service. Bulldog ICT will take reasonable steps to limit the amount of its costs.

13.2 This Contract can be ended by:

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- (a) the Customer on Thirty days written notice at the end of any contract period to Bulldog ICT; or
- (b) Bulldog ICT on one month's written notice to the Customer.

13.3 If this Contract ends during the Minimum Period the Customer must pay Bulldog ICT an administration fee of £75 and an early termination charge which will be the months left till the end of the contract x the monthly Charges for Services including Call Packages. This is not the case if the Customer does so because Bulldog ICT's usage charges increase in any one calendar year by more than a cumulative total of 10% over the increase in the retail pricing index, or changes the Conditions in either case to the Customer's significant disadvantage, providing that the Customer has given 14 days notice to terminate from the date of the notice of variation, provided for in clause 21. Bulldog ICT will also be entitled to recover all remaining committed costs under the contract and any free of charge services or discounted equipment or promotional costs.

13.4 If this Contract ends, Bulldog ICT will refund any money owed to the Customer, after first deducting any money the Customer owes to Bulldog ICT under this Contract or any other agreement Bulldog ICT has with the Customer.

13.5 Upon termination of the contract either during or at the end of the Contract, a charge of £35 per service will be levied to cover the costs charged to Bulldog ICT by the networks.

13.6 Upon termination of this contract all equipment must be returned to Bulldog ICT.

## 14. IF THE CUSTOMER BREAKS THIS CONTRACT

14.1 Bulldog ICT can suspend/terminate the Service or end this Contract (or both) at any time without notice if one of the following applies:

- (a) the Customer breaches this Contract or any other agreement the Customer has with Bulldog ICT and fails to put right the breach within a reasonable time of being asked to do so, (including but not limited to none payment of any invoices by direct debit within 14 days of the invoice date, and none compliance with this agreement due to ceasing to be responsible for the number e.g. when closing, or moving the business or premises of the business);
- (b) Bulldog ICT reasonably believes that the Service is being used in a way forbidden by paragraph 11.1. This applies even if the Customer does not know that the Service is being used in such a way;
- (c) bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgement of a Court on time, or makes an arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the Customer goes into liquidation; or a corresponding event under Scottish law.

14.2 If the Customer does not pay a bill, Bulldog ICT will apply an outbound call restriction immediately but generally not fully restrict the Service or end this Contract until 14 days after the payment was due. However, sometimes Bulldog ICT may take this action after only 7 days. If any bars or restrictions are placed on a Customer's account, Bulldog ICT will charge the Customer £25 per restriction in addition to a late payment charge of £15. If the Customer refuses to pay for services supplied Bulldog ICT will be entitled to cease all services.

14.3 If the Customer does not pay a bill, Bulldog ICT may instruct a debt collection agency to collect payment on its behalf. If Bulldog ICT instructs an agency, the Customer must pay Bulldog ICT an additional sum. This will not exceed the reasonable costs Bulldog ICT has to pay to the agency, who will add the sum to the Customer's outstanding debt to Bulldog ICT on Bulldog ICT Communications behalf. This term applies even if this Contract has ended.

14.4 If the Service is suspended, Bulldog ICT will tell the Customer what needs to be done before it can be re-instated. However, the Customer must continue to pay rental charges whilst this Contract continues.

14.5 If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

14.6 If the customer is a Limited Company or an LLP and has been trading for less than 3 years, then the Directors or Members will become personally liable for any unpaid invoices both jointly and severally and Bulldog ICT shall be entitled at its discretion to request individually signed personal guarantees from the Directors or Members before the commencement of services to the customer.

14.7 All payments must be made by direct debit, we charge a £10 handling fee for any other type of payments due to costs incurred by Bulldog ICT. If a direct debit is cancelled you will incur a charge of £15 plus Vat.

14.8 We reserve the right to suspend the service if we are notified of a direct debit cancelling without notice.

## 15. LIMITS OF LIABILITY

15.1 Bulldog ICT accepts unlimited liability for death or personal injury resulting from its negligence.

15.2 Bulldog ICT accepts liability for loss or damage to the Customer's physical property arising from its negligence, up to £1,000.00 in any 12 month period.

15.3 Bulldog ICT cannot guarantee that the Service will never be faulty. However, Bulldog ICT accepts liability:-  
(a) if it is late in providing the Service or Openreach in repairing a Service Failure as set out in the Service Guarantee; and

(b) for reasonably foreseeable losses arising from intermittent faults in the Service, if it is negligent. Bulldog ICT will pay up to a total of £200 for each line affected and subject to an overall total of £1,000 for the same failure or series of related failures.

15.4 Unless Bulldog ICT is negligent, Bulldog ICT's only liability under this Contract is as set out in the Service Guarantee.

15.5 Unless the Service Guarantee or paragraph

15.3b) says otherwise, Bulldog ICT is not liable to the Customer for any loss of business, revenue, profit or expected savings, wasted expense, financial loss or data being lost or corrupted or for any loss that could not have been reasonably foreseen.

15.6 Unless paragraphs 15.1 and 15.2 apply, Bulldog ICT's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £1,000 in any 12 month period.

15.7 Each provision of this Contract that excludes or limits Bulldog ICT's liability operates separately. If any part is disallowed or is not effective, the other parts will still apply.

15.8 Broadband faults or installations are not covered under the Limits of Liability

15.9 No liability will be accepted by Bulldog ICT Ltd in the event that our services will not connect to the customers equipment and or software.

## 16. MATTERS BEYOND BULLDOG ICT'S REASONABLE CONTROL

16.1 Sometimes Bulldog ICT may be unable to do what it has agreed because of something beyond its reasonable control.

16.2 If this happens, Bulldog ICT is not liable to the Customer. However, Bulldog ICT will try to provide Call Diversion to the Customer. If Bulldog ICT cannot do this then the Customer is entitled to a rental refund for any whole or part day, that there is a Service Failure.

16.3 If services are transferring to Bulldog ICT on a Friday, Router installations will be carried out on the next working day and are classed as outside of our control.

16.4 If we are asked by the Customer to place an Admin Controlled Divert for any fault or any reason, these calls are chargeable calls. If you have a call package then this will cover a certain amount of calls depending on your fair use policy for that call package. Calls outside of the package are charged at our standard rates currently 4.5ppm to UK local/national and 16.5ppm to mobiles. A 22p connection charge applies to all diverted calls.

## 17. RESOLVING DISPUTES

Bulldog ICT will try to resolve any disputes with the Customer within a reasonable period of time. However, if the parties cannot agree, the Customer may refer the dispute to The Ombudman Services Ltd (TOSL), the recognised dispute resolution service. Details of TOSL and how to refer a dispute are set out in Bulldog ICT Communications Code of Practice for Complaints Handling.

## 18. CHANGES TO THIS CONTRACT

18.1 Bulldog ICT can change the Conditions (including the charges) at any time.

18.2 Bulldog ICT will publish details online at: <http://www.BulldogICT.com> or any other online address that Bulldog

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ICT may advise the Customer at least 2 weeks before the change is to take effect.

## 19. TRANSFERRING THIS CONTRACT

The Customer cannot transfer or try to transfer this Contract, or any part of it, to anyone else. Bulldog ICT can transfer this Contract to another party offering the same services, by giving a 30 days-notice period.

## 20. THIRD PARTY RIGHTS

The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

## 21. NOTICES

If the parties need to write to each other they must do so as follows:-

- (a) to Bulldog ICT at the address shown on the bill or any address which Bulldog ICT provides to the Customer;
- (b) to the Customer at the address to which the Customer asks Bulldog ICT to send invoices, the address of the Premises or, if the Customer is a limited company, its registered office.

## 22. THE SERVICE GUARANTEE

### 22.1 Bulldog ICT's GUARANTEE

22.1.1 Bulldog ICT guarantees:

- (a) to provide the Service by the date agreed with the Customer as described in paragraph 2.1;
- (b) that Openreach will repair a Service Failure in line with the repair service the Customer has chosen. For standard service this means by midnight on the fourth weekday (not including public and bank holidays) after the day the fault is logged with Openreach;
- (c) not to disconnect the Service by mistake; and

22.1.2 If Bulldog ICT is late in providing the Service or Openreach in repairing a Service Failure, the Customer may request:

- (a) **Call Diversion** - as described in paragraph 22.2. This is only available if it is reasonably practicable, and technical restrictions may sometimes prevent Bulldog ICT from offering this option; or
- (b) **Compensation from Openreach for Actual Financial Loss** – If requested, Bulldog ICT will pursue Openreach on behalf of the Customer for actual financial loss (as described in paragraph 22.3).

22.1.3 If Bulldog ICT or Openreach disconnects the Service by mistake, the Customer may claim actual financial loss as described in paragraph 22.3 from the date of disconnection.

22.1.4 Broadband Router installation is not covered under the Service Guarantee.

### 22.2 CALL DIVERSION

22.2.1 If Bulldog ICT provides Call Diversion, Bulldog ICT will divert the Customer's incoming Calls, on request, to another fixed line or mobile telephone number of the Customer's choice. Once Bulldog ICT has provided the Service or Openreach repaired a Service Failure, Bulldog ICT will cancel the Customer's Call Diversion.

22.2.2 The number chosen must be a UK number, but there are some number ranges to which Bulldog ICT will not divert the Customer's Calls (for example, 0800 and 0870 numbers).

22.2.3 If Bulldog ICT diverts the Customer's Calls to a mobile number, the person calling the Customer will have to pay extra costs for making that Call.

### 22.3 ACTUAL FINANCIAL LOSS

22.3.1 Actual financial loss is the amount the Customer has lost that is reasonably foreseeable as a result of Bulldog ICT and/or Openreach not keeping its guarantee and/or Service Levels. If the Customer claims this, it will have to show Bulldog ICT and/or Openreach proof of its loss.

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## The limits

22.3.3 The maximum amount Bulldog ICT will credit and/or pay the customer is £200 for each line affected, and subject to an overall total of £1,000 for the same failure or series of related failures.

22.3.4 The maximum amount Openreach will credit and/or pay the customer is subject to their then current terms & conditions.

## 22.4 PAYMENT OF CLAIMS

Bulldog ICT will normally credit any amount that Bulldog ICT owes to the Customer under this guarantee against the Customer's future invoices.

## 22.5 APPLICATION OF THIS GUARANTEE

22.5.1 This guarantee applies to the Service, including generally any related services Bulldog ICT provides to the Customer. However, its application to some of the services may vary as below:

22.5.2 This guarantee does not apply if:

- (a) someone, other than Bulldog ICT and/or Openreach, has caused the fault,
- (b) Openreach asks for access to the Premises and the Customer does not allow this, or
- (c) Bulldog ICT and/or Openreach reasonably asks for other help and the Customer does not provide it.

## 22.6 MAKING A CLAIM

22.6.1 The Customer must make any claim within four months of Bulldog ICT and/or Openreach putting things right. For actual financial loss, the Customer must claim in writing.

22.6.2 Bulldog ICT's contact phone number and address are shown on the Customer's bill.

