



Pocket Landline Service

Pocket Landline gives the Customer (“You”) all the credibility of a local business landline number, with the convenience of a mobile - and no lost customers. The key benefits are:

- never miss a call - calls to the customers chosen Pocket Landline number are redirected to the Orange mobile
- choose one or more local area codes for your service e.g. 0208, 0203, 01582
- port Your current landline number to Pocket Landline
- add up to 10 landline numbers or mobiles to the service
- callers to Your Pocket Landline numbers pay standard landline rates

Pocket Landline includes the provision of one or more fixed line numbers and provides intelligent routing of inbound calls terminating on an Orange Mobile. You can administer the routing and availability of the Pocket Landline number via a web accessible on-line portal provided by Orange (the “Portal”).

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE POCKET LANDLINE SERVICE

1. Eligibility

1.1 Pocket Landline is available to all new and existing Orange Business Customers currently on:

- an Orange Business Services Customer Agreement (“OBSCA”);
- an Orange Business Services Master Agreement (“OBSMA”); or
- an Orange Business Agreement (“OBA”); or
- a Customer Information Form (“CIF”); or
- a Business/Small Business CIF or any other applicable Orange retail contract. together (the “Agreement”).

2. Business Customer

2.1 A Business Customer is a Customer that can provide the following:

- 2.1.1 for limited companies, the company registration number and the VAT number; or
- 2.1.2 for charities, the charity number; or
- 2.1.3 for all other businesses, a copy of a business chequebook, plus an invoice on company headed paper or a business utility bill.

3. Authority

3.1 By subscribing to Pocket Landline, You agree that You have the authority of the named Orange Account holder.

4. Network Terms

4.1 Connection to the Pocket Landline is subject to these terms and conditions (the “Pocket Landline Terms & Conditions”) and to Orange’s terms and conditions for the supply of Orange Network Services, a copy of which is set out in:

- 4.1.1 the Agreement; or
- 4.1.2 Your phone’s user guide or at <http://www.orange.co.uk/terms.html>.

4.2 In the event of any inconsistency between the Pocket Landline Terms & Conditions and the Agreement, the Agreement shall take precedence.

5. Term

5.1 Business Customers requesting Pocket Landline will be Connected for the remainder or the same length of the respective Minimum Agreement Term and Minimum Connection Period remaining on their current voice Agreement. By way of example if You have 12 months remaining on Your Minimum Agreement Term and You wish to subscribe to Pocket Landline You will be Connected to Pocket Landline for 12 months.

5.2 Once You are Connected to Pocket Landline You will be bound by the Minimum Connection Period.

6. Termination & Disconnection of Pocket Landline

6.1 You may terminate or Disconnect Pocket Landline at any time before the expiry of the Minimum Connection Period applicable to Your Pocket Landline Connection by providing Orange with not less than thirty (30) days notice in writing but Your Disconnection or termination is subject to the provisions detailed below in this clause 6.

6.2 Once Your Pocket Landline is Disconnected, You must pay Orange all Charges or sums due or payable in respect of Your usage of Pocket Landline.

6.3 If Pocket Landline is Disconnected or terminated prior to the expiry of the Minimum Connection Period, You must pay the Subscription Charges for Pocket Landline multiplied by the number of months remaining in the Minimum Connection Period for each Pocket Landline Connection as at the date of Disconnection or termination.

- 6.4 If You inform Orange to Disconnect Your Pocket Landline, the Pocket Landline number(s) will cease to exist and will be Disconnected. Calls to any Pocket Landline number(s) will not be connected and Orange will not be responsible for any cost or loss You incur.

7. Pricing and Charges

- 7.1 All Pocket Landline Charges, Service Plans and tariffs exclude VAT and are detailed at www.orange.co.uk/business/pocketlandline
- 7.2 You must pay the Pocket Landline Charges pursuant to the terms of the Agreement and You accept that Your use of Pocket Landline is subject to Clause 11 below.
- 7.3 You will be responsible for paying all Charges on the Account including when Pocket Landline is Suspended or Disconnected either at Your request or Orange's.
- 7.4 Any out bound voice calls You make on a Device associated with Pocket Landline will be treated as a standard voice call and will be Charged at Your agreed voice Service Plan detailed in the Agreement.
- 7.5 Callers phoning You on a Pocket Landline number will be Charged at standard landline rates. When a call is transferred to Your mobile number, the cost of this transfer to Your mobile is already incorporated into Your fixed monthly Pocket Landline Service Plan.

8. Porting request (Porting-in)

- 8.1 You can choose to port an existing fixed landline number to use as Your Pocket Landline number but You are responsible for providing the correct information to allow Orange to complete a port request.
- 8.2 You acknowledge and accept that there may be a delay in Orange providing You with the Pocket Landline service if the number is to be ported in from an existing service provider. Orange accepts no responsibility for any delay caused due to the foregoing.
- 8.3 You can cancel a porting-in request providing You give Orange three (3) working days notice in writing prior to the communicated porting date. Orange will confirm receipt of Your cancellation request but Orange cannot be held responsible for non receipt of Your cancellation request.
- 8.4 Porting can take up to fifteen (15) working days and Orange cannot guarantee a port request will be concluded at all times.
- 8.5 You are responsible for ensuring that You are not in contract with Your existing landline provider and that You do not owe any outstanding payments. By providing Pocket Landline Orange is not buying out the remainder of the term of Your landline contract with Your existing landline provider nor assuming any obligation to pay any amount due and payable by You. You will remain responsible for complying with all the terms of Your contract with Your existing provider including payment of any outstanding charges owed by You to Your existing landline service provider and You must pay any outstanding amount.
- 8.6 When a fixed line number is ported across to Pocket Landline any existing services on the fixed line number (by way of example only, broadband, inbound and outbound voice calls, BT Redcare, alarms etc (the "**Affected Services**")) will be terminated and will stop working as a result of the port. It is Your sole responsibility to make alternative arrangements in respect of reconnecting any Affected Service and Orange accepts no responsibility or liability in any way for and does not accept any liability for any losses, damages, costs or expenses arising from or in any way connected to loss of any Affected Services.
- 8.7 You acknowledge and accept that if You port a landline number, it will no longer ring on Your fixed phone. There will be no dial tone on the fixed phone handset and You will have to make all outgoing calls from Your mobile Device.
- 8.8 You agree that certain complex types of telecommunication lines such as (but not limited to) Private Branch Exchange (PBX) and Integrated Services Digital Network (ISDN) lines cannot be ported across to Pocket Landline.
- (Porting-out)**
- 8.9 If You want to port out the Pocket Landline number during a cancellation, You in conjunction with Your new landline service provider are responsible for the port out process. A port out of a Pocket Landline number can only be instigated by You not Orange.
- 8.10 If You port out a mobile number to another service provider this will terminate the Pocket Landline number associated with the mobile number and the Pocket Landline service will cease working and Your subscription and the associated number(s) will be terminated.
- 8.11 You agree to bear any cost associated with porting out such as (but not limited to) installation of a new landline.

9. Roaming

- 9.1 Roaming Charges will apply if You use any Device associated with Pocket Landline while abroad and this will be charged in accordance with your Service Plan.
- 9.2 If you receive calls on your Pocket Landline Device when You are abroad, You will be required to pay the Mobile Termination Charge ("MTC"). Additional information about roaming can be found at www.orange.co.uk/business/pocketlandline

10. Pocket Landline Options

- **one-to-one** – one fixed number is linked to one Orange mobile
- **many-to-one** – more than one fixed number linked to one Orange mobile
- **one-to-many*** – one pocket landline number fixed number linked to up to 10 Orange mobiles.
**Customers on one-to-many 5 can only have a maximum of 5 mobile users on Pocket Landline.*
**Customers on one-to-many 10 can only have a maximum of 10 mobile users on Pocket Landline.*

11. Fair usage

- 11.1 The Pocket Landline Service is subject to fair use policies and usage above such notified fair use policies will constitute abuse.
- 11.2 Orange may monitor usage and reserves the right to:
- (a) Suspend or restrict the Pocket Landline;
 - (b) transfer you to a Service Plan more appropriate to your use; or
 - (c) Disconnect you from the Pocket Landline
- if fair usage limits are exceeded.

12. Security, Proper Use and Suspension

- 12.1 You must keep confidential and not disclose to any third party, any passwords, personal identification code, number or name issued by Orange that is designed to control access to Pocket Landline. Any usernames and passwords must be used in accordance with any instructions issued by Orange from time to time.
- 12.2 To protect the security of Pocket Landline or to stop any suspected abuse, Orange reserves the right to change passwords or suspend access to Pocket Landline or the Portal provided to You for accessing Pocket Landline.
- 12.3 Orange will not be held liable for any of Your losses as a result of restrictions imposed for security reasons and You must ensure that any equipment You use with the Pocket Landline is protected by suitable security measures.
- 12.4 You must inform Orange upon becoming aware of any suspected or actual unauthorised use of Pocket Landline and take all steps necessary, including those steps requested by Orange, to prevent such use.
- 12.5 You must not use not use Pocket Landline or any of its features or functionality for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication or storage of any data which is of an offensive, abusive, indecent, obscene or menacing nature.
- 12.6 You agree that Pocket Landline is solely and exclusively for You and/or Your business and You are not authorised to re-sell, re-supply or otherwise distribute Pocket Landline in any way shape or form.
- 12.7 You remain responsible for configuring any handset You use with Pocket Landline. You also accept that inbound calls to Pocket Landline number may be affected or routed depending on how You set up or configure Your Pocket Landline service. For example Orange will not be responsible for non receipt of calls if You make Your Pocket Landline number unavailable.
- 12.8 Subject to Clause 7.3 You acknowledge and accept that Orange may Suspend or terminate Pocket Landline if Orange has reasonable grounds to believe that You have not complied with the terms of the Agreement or the Pocket Landline Terms & Conditions.

13. General

- 13.1 By applying for Pocket Landline You undertake to provide accurate information and details and to update Orange from time to time when such details change. If You provide inaccurate information or details which results in Orange incurring additional implementation costs, Orange reserves the right to charge You a fee to cover its reasonable cost.
- 13.2 Orange reserves the right to terminate or withdraw Pocket Landline and Portal (at any time and without liability to You) upon giving You 30 days notice in writing if Orange is no longer able to provide the Pocket Landline service. If Orange so terminates, You will only be liable for Charges to the date of termination or withdrawal, but for the avoidance of doubt, You will not have any liability to pay any Disconnection Charges under the Pocket Landline Terms & Conditions and the Agreement after the date of termination.

- 13.3 You accept that the telephone number(s) allocated to You in respect of Pocket Landline do not belong to You or Orange but are allocated to Orange by Ofcom. You shall acquire no rights whatsoever in any telephone number(s).
- 13.4 You acknowledge and accept that the provision and availability of Pocket Landline is subject to any limitation of service provisions detailed in the Agreement.
- 13.5 Your use of and connection to the Portal are subject to the terms of the Agreement and the Pocket Landline Terms & Conditions. Orange accepts no responsibility for any loss You may incur due to Your use of the Portal or any errors that may result from Your use of the Portal. You must have computer and internet access in order to connect to the Portal but Orange is not responsible for supplying You with a computer or internet access.
- 13.6 You acknowledge and accept that the availability of Pocket Landline STD codes (e.g. 0207,0208) is subject to availability and will be allocated on a first come first served basis.
14. Where the context permits, any defined terms used in this Pocket Landline Terms & Conditions have the same meaning as is attributed to them in the Agreement.
15. Orange means Everything Everywhere Limited, registration number 02382161 whose registered office is at Hatfield Business Park, Hatfield, Hertfordshire AL10 9BW, trading as Orange.