
Contents

Click on the section you are interested in.

1	About the Network Contact Centre section	3
	Our Customer Terms	3
	Inconsistencies	3
2	Network Contact Centre	4
	Eligibility	4
	What is Network Load Balance?	4
	What is Network Routing?	4
	What is Network Call Park?	4
	What is Network Transfer?	5
	What is Screen Pop?	6
	What is Multimedia Transactions?	6
	What is Enterprise Workload Distribution?	6
	What is WFM and Record Interfaces?	6
	What is TIPT Integration?	6
3	What you also need to acquire from us	6
	Requirements for your Network Contact Centre service	6
	What happens if a service is transferred or cancelled?	6
4	Solution Design and Installation	7
5	Testing	7
6	Content	7
	Responsibility for content	7
	Licence of Content	8
	Intellectual Property Indemnity	8
7	Low Call Volume and Disaster Recovery seats	8
	Deliverables	8
	<i>Low call volume and/or Disaster Recovery seats</i>	8
	Seat classifications	9
	<i>Low Call Volume seats</i>	9
	<i>Disaster Recovery seats</i>	9
	Conversion and cancellation of seats	10
	Seat Reporting	10
	Seat activation and management	11
	Your obligations	11
8	Use of your Network Contact Centre service	11
	Responsibility for use of your Network Contact Centre service	11
	Use restrictions	11
	Passwords and identification codes	12
	Capacity	12
9	Maintenance and operation	12
	Help Desk	12
	Responding to faults	12
	Table 2 – Service Level Targets	12
	Service exclusions	14

	Maintenance & Upgrades	15
10	Performance	15
	Availability	15
	Capacity	15
	Scheduled outages	15
11	Ownership	16
12	Call Information	16
	Call information	16
13	Minimum Contract Term	16
	Minimum Contract Term	16
	Cancelling your Network Contact Centre service	16
	Changing your Network Contact Centre service	17
	Early Termination Charge	17
	When your contract ends	17
14	Charges Generally	18
15	Changes to your Network Contact Centre service	18
	Changes	18
	Charges for changes	18

Certain words are used with the specific meanings set out in the [General Terms of Our Customer Terms](#).

1 About the Network Contact Centre section

Our Customer Terms

1.1 This is the Network Contact Centre section of Our Customer Terms. It covers the Network Contact Centre, including the following Computer Telephony Integration services:

- (a) Network Load Balance;
- (b) Network Routing;
- (c) Network Call Park;
- (d) Network Transfer;
- (e) Screen Pop
- (f) Multimedia Transactions;
- (g) Enterprise Workload Distribution;
- (h) WFM and Record Interfaces;
- (i) Telstra IP Telephony Options

1.2 [The General Terms of Our Customer Terms](#) apply.

Inconsistencies

1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Network Contact Centre section, then the Network Contact Centre section applies instead of the General Terms, to the extent of the inconsistency.

1.4 If a provision of the Network Contact Centre section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

2 Network Contact Centre

Eligibility

- 2.1 From 1 October 2018, Network Contact Centre (including associated Network CTI functions) is no longer available for order by new customers.
- 2.2 From 31 October 2018, customers with existing Network Contact Centre services will no longer be able to add new, make changes to existing or recontract existing Network Contact Centre services.
- 2.3 Network Contact Centre is not available to Telstra Wholesale customers or for resale.
- 2.4 In order to be eligible for Network Contact Centre, you must acquire the services set out in clause 3.1 directly from us.

What is Network Load Balance?

- 2.5 Network Load Balance uses real-time monitoring of your contact centre to balance the load of incoming calls, by distributing calls across multiple call centres and/or queues.
- 2.6 Network Load Balance also enables incoming calls to be directed to the most appropriately skilled agent or interactive voice response (**IVR**) or other resource, or to the next available agent, regardless of geographical location.

What is Network Routing?

- 2.7 There are three levels of Network Routing available:
 - (a) **Basic Automatic Call Distribution (ACD)** – Basic ACD uses only the PBX queue statistics data when determining where to route a call;
 - (b) **Advanced Automatic Call Distribution** – Advanced ACD uses only the PBX queue and agent statistics when determining where to route a call; and
 - (c) **Skills-Based Routing** – Skills Based Routing uses only agent statistics data when determining where to route a call. Queue statistics are not required as calls are delivered directly to agents.

What is Network Call Park?

- 2.8 Network Call Park places inbound calls into a holding pattern when agents or IVR resources are not available. Network Call Park utilises Telstra's network infrastructure, covering natural peaks in call volumes without the need for additional dedicated infrastructure.

2.9 You may select any of the following Network Call Park feature options:

Feature name	Description/Information
Advertising on Hold	Allows you to play advertising messages to callers placed on hold. All advertisements are recorded in .wav format and uploaded for use. There is no limit to the length of an advertisement. However, as a general guideline, 9 advertisements of 60 seconds each can be cycled during a hold pattern.
Music on Hold	Allows you to play music to callers placed on hold. All music is recorded in .wav format and uploaded for use. There is no limit to the number of songs. However, as a general guideline, 3 songs of 3 minutes each can be cycled during a hold pattern.
Position in Queue (available with Skills Based Routing only)	Allows you to play a recorded announcement to callers' once, at the beginning of the hold pattern, informing the caller of their position within the queue. This feature may be used in conjunction with the Estimated Wait Time. The information to be provided depends on the customer's PBX feature. Some types of PBXs cannot provide this information, and accordingly, this feature may not be available to all callers.
Estimated Wait Time (available with Skills Based Routing only)	Allows you to play a recorded announcement to callers once, at the beginning of the hold pattern, informing them of the estimated time they will need to wait until there is an agent available to assist them. This information is obtained by integrating the customer's PBX. Some types of PBXs cannot provide this information, and accordingly, this feature may not be available to all callers.

What is Network Transfer?

2.10 Network Transfer allows calls to be connected, handled and then routed to another resource. When the call is re-routed from one resource to another, the infrastructure used to connect the call to the first resource is released.

2.11 You may select any of the following Network Transfer feature options:

Feature name	Description/Information
Transfer to Queue	A re-route allows agents or IVR resources to cold transfer a call to another queue at another site, and release their part of the call.
Transfer to IVR	Allows agents to cold transfer a call to an IVR at another site, or within the inbound network platform, and release their leg of the call.
Transfer to Agent	Allows agents or IVR resources to cold transfer calls to an agent without consulting with the agent first. A transfer of this type allows the network to re-establish the call, while the telephony resources utilised for the transferring agent are released and made available for another call.
Consult Transfer to Agent	Allows an agent to transfer a call to another agent, first consulting with the receiving agent and then transferring the caller. This option requires the use of your VPN/LAN/WAN or Tie-Line infrastructure.
Transfer with Attached Data	If a caller has already been dealt with by an agent, or just completed a transaction within an IVR, and then needs to speak with another agent, relevant customer

	<p>information can be attached to the call and re-used to initiate a screen-pop on the next agent's desktop.</p> <p>This feature can be used in conjunction with all other Network Transfer features.</p>
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What is Screen Pop?

- 2.12 Screen Pop permits pre-population of the caller's data on the agent's screen when the agent receives a call. This gives the agent information such as attached data from the IVR, last time the caller contacted the company, reasons for calling and caller history.

What is Multimedia Transactions?

- 2.13 Multimedia Transactions allows agents to receive email, SMS or web chat transactions from the caller. A web chat is an online communication between users in near-real time using a web browser.

What is Enterprise Workload Distribution?

- 2.14 Enterprise Workload Distribution integrates with an enterprise's business process management system. It prioritises and distributes work tasks to eliminate those manual operations.

What is WFM and Record Interfaces?

- 2.15 WFM and Record Interfaces permit you to interface to workforce management and Call Recording systems.

What is TIPT Integration?

- 2.16 Agents can receive calls using Telstra's hosted IP Telephony solution (**TIPT**).

3 What you also need to acquire from us

Requirements for your Network Contact Centre service

- 3.1 To enable us to provide a Network Contact Centre service to you, you must acquire directly from us:
- (a) an eligible [Inbound Service](#); and
 - (b) the data links and database/system interfaces we specify.

What happens if a service is transferred or cancelled?

- 3.2 If your eligible Inbound Service is transferred, cancelled, disconnected or suspended for any reason (whether temporarily or permanently), you must tell us as soon as possible and nominate an alternative eligible Inbound Service.

- 3.3 If you do not nominate an alternative eligible Inbound Service within two business days, we can immediately suspend or cancel your Network Contact Centre service.

4 Solution Design and Installation

- 4.1 Telstra will provide design and installation services as indicated in your agreement with us on a project basis.

5 Testing

- 5.1 Telstra will perform individual unit and systems testing. You must:
- (a) provide us with all assistance that we reasonably request or that is otherwise necessary to perform our testing;
 - (b) perform your own user acceptance end-to-end testing of the solution.

6 Content

Responsibility for content

- 6.1 You are solely responsible for all the information, announcements, advertisements, any messages and other content associated with your Network Contact Centre service and for arrangements with any third parties to access that content.
- 6.2 It is your responsibility to:
- (a) prepare and maintain the content;
 - (b) deliver the content to us in the format we require;
 - (c) pay all costs associated with the content;
 - (d) obtain all consents and licences required for use of the content as part of your Network Contact Centre service (for example, if you wish to provide music as part of your Network Contact Centre service you may require a licence from the Australian Performing Rights Association); and
 - (e) ensure the content is accurate, is up-to-date, is not misleading, is not defamatory, does not contain offensive language or material, does not breach any applicable laws, standards, content requirements or codes, does not infringe any third party rights, and does not and will not expose us to the risk of any claim, legal or administrative action or prosecution.

Licence of Content

- 6.3 You grant us a licence to use, disclose and reproduce all content and all other information you provide us for the purpose of your Network Contact Centre service and for planning or product development purposes.

Intellectual Property Indemnity

- 6.4 You indemnify us against (and must pay us for) any loss, damage, liability, claim and expense (**Loss**) (including, but not limited to, all legal costs and defence and settlement costs) we incur or suffer that arise naturally (that is, according to the usual course of things) in connection with any claim that any rights of, or claimed or the subject of an application by, any other person may be, or if granted may be, infringed by the content or use of the content, except to the extent the Loss is caused or contributed to by us. We must also take reasonable steps to mitigate our Loss suffered or incurred in connection with such claim or infringement.

7 Low Call Volume and Disaster Recovery seats

Deliverables

Low call volume and/or Disaster Recovery seats

- 7.1 In addition to standard Network Contact Centre seats, we offer (on your request):
- (a) **Disaster Recovery seats** are seats which are configured but reserved for disaster recovery purposes and not used under normal operating circumstances; and
 - (b) **Low Call Volume seats** are seats which are limited to 25 calls per day or less, but are otherwise the same as a standard Network Contact Centre seat.
- 7.2 In addition to the eligibility requirements for your Network Contact Centre service, in order to be eligible for Low Call Volume and Disaster Recovery seats, you must take the following services from us:
- (a) data connectivity between your Contact Centre environment and our Intelligent Network;
 - (b) Network Contact Centre standard seats on a per seat charging basis
- 7.3 Upon receiving your written request to do so, we will provide the following as part of the Network Contact Centre Services:
- (a) configuration of the number of requested Low Call Volume Network Contact Centre seats;
 - (b) configuration of the number of requested Disaster Recovery Network Contact Centre seats;

- (c) integration between our intelligent network and routing capability and your environment;
- (d) changes to existing Network Contact Centre routing strategy, if required, in accordance with this clause 7;
- (e) Network Contact Centre Low Call Volume and Disaster Recovery reporting; and
- (f) Integration with existing Network Contact Centre routing including the following options:
 - (i) Network Load Balance;
 - (ii) Network Routing;
 - (iii) Network Call Park; and
 - (iv) Network Transfer.

7.4 The following are excluded from the scope of the network solution:

- (a) changes to or integration with CRM; and
- (b) changes to or integration with existing softphone.

Seat classifications

Low Call Volume seats

7.5 A Low Call Volume seat cannot exceed 25 calls per day for more than 5 days in each calendar month.

7.6 If a Low Call Volume seat exceeds the call limit set out in clause 7.5 above:

- (a) it will be converted to a standard Network Contact Centre seat; and
- (b) you will be charged the standard Network Contact Centre seat rate.

7.7 If clause 7.6 applies, we will use reasonable endeavours to notify you of the change in seat classification and the new charges which will apply within a reasonable period.

Disaster Recovery seats

7.8 Subject to clause 7.9, a Disaster Recovery seat must not be used under normal operating circumstances, unless a disaster has occurred. For the purposes of this clause 7.8, a disaster has occurred when the standard Network Contact Centre seats used for normal operation become unusable or inoperative.

- 7.9 You may also use a Disaster Recovery seat in the following circumstances:
- (a) to periodically perform controlled testing of the Disaster Recovery seat to test contingency and business continuity in an emergency;
 - (b) to periodically test new software loads, configuration changes and network changes to ensure that any change has not impacted the capability of a Disaster Recovery seat to perform its function; or
 - (c) if calls are being taken on designated Disaster Recovery seats, and no calls are being taken on the same number of standard Network Contact Centre seats over the same period.
- 7.10 If you use a Disaster Recovery seat, whether in the circumstances set out in clause 7.9 or due to the occurrence of a disaster, you must notify us as soon as practicable by telephone on 1800 150 936, or such other telephone number as we nominate to you from time to time.
- 7.11 Except as specified in clauses 7.8 to 7.10 above, if calls are appearing on a Disaster Recovery seat we will contact you about converting the seat to a standard Network Contact Centre seat and charging the standard Network Contact Centre seat rate.

Conversion and cancellation of seats

- 7.12 If a Low Call Volume or Disaster Recovery seat is converted to a standard Network Contact Centre seat, it cannot be converted back to a Low Call Volume or Disaster Recovery seat. If additional Low Call Volume or Disaster Recovery seats are required, they must be purchased at the charges set out in your agreement with us.
- 7.13 If a Low Call Volume or Disaster Recovery seat is converted to a standard Network Contact Centre seat, whether by you or by us, you cannot cancel a corresponding standard Network Contact Centre seat until the earlier of 12 months from the Service Start Date, or 12 months after the date your Low Call Volume or Disaster Recovery seats were activated.
- 7.14 If you cancel a Low Call Volume or Disaster Recovery seat within 12 months after the date the seat was activated, you must continue to pay the monthly charge in respect of the Low Call Volume or Disaster Recovery seat for the full 12 months following activation of the seat.

Seat Reporting

- 7.15 All Low Call Volume and Disaster Recovery seat reports will be available on a calendar month basis, and will remain available for up to 13 months.
- 7.16 Customisation of seat reports, including adding any additional reporting items, will be charged on an agreed professional services time and materials.

Seat activation and management

- 7.17 If you are being charged either a per call or per minute rate for your Network Contact Centre Services, you are not eligible for Low Call Volume or Disaster Recovery seats.
- 7.18 If you wish to obtain Low Call Volume and/or Disaster Recovery seats, you must buy a minimum of 10 Low Call Volume and/or 10 Disaster Recovery seats.
- 7.19 You can increase your Low Call Volume and/or Disaster Recovery seats by calling 1800 150 936 (or such other number as nominated by us to you from time to time) and then configuring them yourself.
- 7.20 If you request that we configure the seats on your behalf, the Moves, Adds and Changes charges set out in your agreement with us will apply.
- 7.21 You acknowledge that we are not responsible for the operational management of your Low Call Volume and Disaster Recovery seats, including seat utilisation and interaction handling, and agent performance. If you request our assistance in managing these seats, separate charges will apply.

Your obligations

- 7.22 You warrant that you will not use, permit or facilitate the use of Low Call Volume or Disaster Recovery seats:
- (a) to breach any law, standards or applicable codes of conduct; or
 - (b) in a manner which is unethical; or
 - (c) in a manner which will expose us to the risk of any claim, legal or administrative action.
- 7.23 If we consider on reasonable grounds that you have breached clause 7.22, we may (but are not obliged to), and without prejudice to any other right, claim or action we may have against you, cease providing the Network Contact Centre Services to you.

8 Use of your Network Contact Centre service

Responsibility for use of your Network Contact Centre service

- 8.1 You are solely responsible for the use (or attempted use) of your Network Contact Centre service by you and/or any third party whether authorised or not.

Use restrictions

- 8.2 You must only use your Network Contact Centre service for your own internal purposes and business operations within Australia.

- 8.3 You must not allow third parties to use any part of your Network Contact Centre service unless we have specifically agreed in writing. You will be responsible for use by those third parties.
- 8.4 You must not resell or provide your Network Contact Centre service to any other person, copy any part of your Network Contact Centre service for any purpose, prepare second or subsequent running versions of your Network Contact Centre service, permit your Network Contact Centre service to be distributed or transmitted from one computer to another, permit your Network Contact Centre service to be placed on a network, reverse engineer your Network Contact Centre service or make any modification to your Network Contact Centre service.

Passwords and identification codes

- 8.5 You must keep your passwords or other identification codes for your Network Contact Centre service secure.

Capacity

- 8.6 We can vary the numbers and/or storage capacity allocated to you. We will tell you (in writing) at least 21 days before we do so.

9 Maintenance and operation

Help Desk

- 9.1 We will provide a help desk for you to place service calls 24x7 (including Public Holidays), The help desk number is 1800 150 936. Fee for service charges may apply.

Responding to faults

- 9.2 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you understand that all service levels set out in this section are targets only and we will not be responsible for any failure to meet them. Unless a service level exclusion applies, we aim to meet the service levels for your service.
- 9.3 We will aim to respond and restore any service issues notified by you to us via our help desk in relation to your Network Contact Centre service within these Service Level Targets:

Table 2 – Service Level Targets

Service Level Target	
Incident Response Time *	
Severity 1	15 minutes

Service Level Target	
Severity 2	30 minutes
Severity 3	1 hour
Severity 4	8 hours
Incident Restore Time **	
Severity 1	4 hours
Severity 2	8 hours
Severity 3	5 days
Severity 4	10 days

* Response Time is defined as the time taken for you to receive an acknowledgement from Telstra via a telephone call or email.

** Restore Time is defined as the time taken to restore service using either permanent or temporary measures.

9.4 You can log all incidents with the help desk 24 hours 7 days a week. The Response and Restore Times for Severity 1 and Severity 2 Incidents begin from the time you log an incident with us via the help desk. The Response and Restore Times for Severity 3 and Severity 4 incidents apply only during business hours (08:00 to 17:00 AEST on week days excluding public holidays). For example, if you log a Severity 3 or Severity 4 incident outside of business hours, the Response and Restore times will be measured from the beginning of the next day's business hours and only include business hours.

Description of service levels

9.5 A description of the severity levels is set out in Table 3 below. The assessment of

the severity level for any particular incident will be at our discretion.

Table 3: Description of the severity levels

Service Level	Description
Severity Level 1	An incident that causes a critical part of your service to be unavailable or work incorrectly, which results in operations being significantly impaired.
Severity Level 2	An incident that causes a material part of your service to be unavailable or work incorrectly, which results in reduced functionality.
Severity Level 3	An incident that causes a material part of your service to be unavailable or work incorrectly, which can be tolerated for a period or for which there is a workaround available that results in minimal impact to your business .
Severity Level 4	An incident which we agree to be all other incidents that are not Severity 1, 2 or 3.

- 9.6 Support in relation to the other Telstra products or services you acquire in connection with the Network Contact Centre service (for example Inbound Services) is not covered by this section.
- 9.7 If we determine that we need to change your Network Contact Centre service in order to fix a fault, we will not make the change until we have agreed that change with you (in writing). You understand that some changes may be subject to additional charges and/or additional terms and conditions.

Service exclusions

- 9.8 Our target service levels do not apply where:
- (a) the failure is caused by you or as a result of your breach of an obligation;
 - (b) you fail to follow our reasonable directions;
 - (c) where you do not provide us with full and accurate information about the incidents that you report to us.
- 9.9 We may charge you, and you agree to pay, our reasonable costs incurred in identifying, examining and rectifying any of the following faults:
- (a) faults resulting from interference caused by you or any person accessing your service using your password or access key or by your invitation;
 - (b) faults caused by your negligence or the negligence of any person accessing your service using your password or access key or by your invitation;
 - (c) faults due to wilful damage to your service by you or any person accessing your service using your password or access key or by your invitation;

- (d) faults as a result of your software being incompatible with the service;
- (e) faults with your equipment that have not been caused by us; or
- (f) any fault falling into any of the exclusions set out in clause 9.7 above.

Maintenance & Upgrades

- 9.10 We may choose to maintain or upgrade our Network Contact Centre services for the purpose of adding new features to and/or fixing defects in the Network Contact Centre services we offer.
- 9.11 We will try to minimise the impact of any maintenance on your Network Contact Centre service, however you understand that despite our efforts, your Network Contact Centre service may be affected during a period of maintenance.
- 9.12 If we need to change your Network Contact Centre service in order for you to make use of any new service features, we will not make the change until we have agreed that change with you (in writing). You understand that some changes may be subject to additional charges and/or additional terms and conditions. If we cannot agree the change with you within a reasonable period, you may cancel your Network Contact Centre service by telling us in writing at least 28 days before you do so. If this happens, you will not need to pay the Early Termination Charge set out in clause 13.7.

10 Performance

Availability

- 10.1 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will try to ensure, but do not guarantee that your Network Contact Centre service will be continuous and fault free.

Capacity

- 10.2 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will try to ensure, but do not guarantee that your Network Contact Centre service has sufficient capacity to deal with the volume of calls agreed with you.
- 10.3 You understand that any peak in calls above the agreed capacity may affect the availability and quality of your Network Contact Centre service and the Network Contact Centres we provide to our other customers.

Scheduled outages

- 10.4 If we need a scheduled outage, we will try to:
- (a) provide you at least 48 hours notice;

- (b) help you redirect your calls during the period of the scheduled outage; and
 - (c) ensure that scheduled outages do not exceed 10 hours per calendar quarter in total.
- 10.5 It is your responsibility to manage your telecommunications traffic in the event of any outage.

11 Ownership

- 11.1 You understand that we (or our licensors) own all rights (including intellectual property rights) in or related to the Network Contact Centre service.
- 11.2 You must not take any action that jeopardises our (or our licensors') rights in or related to the Network Contact Centre service.
- 11.3 We (or our licensors) will own all rights in any copy, translation, modification, adaptation or derivation of the Network Contact Centre service, including any improvement or development of the Network Contact Centre service.
- 11.4 You must promptly do anything that we reasonably ask from time to time (such as obtaining consents and signing documents) to assign these rights to us or our licensors or perfect these rights in our (or our licensors') name.

12 Call Information

Call information

- 12.1 You acknowledge that we are prohibited from providing you information that would enable a customer or telephone line to be identified where that customer has requested that we block their calling line identification (CLI). Accordingly, any call information we provide you in connection with your Network Contact Centre service will not include the last four digits of the relevant telephone numbers.

13 Minimum Contract Term

Minimum Contract Term

- 13.1 The minimum contract term for your Network Contact Centre service will be 12 months unless otherwise set out in your agreement with us.

Cancelling your Network Contact Centre service

- 13.2 You may cancel your Network Contact Centre service at any time by giving us 28 days' written notice. Note that early termination charges may apply – see clauses 13.7 and 13.8.

Changing your Network Contact Centre service

- 13.3 You may upgrade your Network Contact Centre Low Call Volume Seat to a Network Contact Centre full seat at any time by telling us (in writing) without restarting the applicable minimum contract term or paying us an early termination charge.
- 13.4 If you upgrade your Network Contact Centre low call volume seat to a Network Contact Centre full you must pay us the difference between the low call volume seat charge paid by you for your original Network Contact Centre service and the full seat charge.
- 13.5 Your new monthly rental charges and usage charges will be effective from implementation into our billing systems.
- 13.6 You may not downgrade your Network Contact Centre full seat to a Network Contact Centre low call volume service during its minimum contract term without terminating the Network Contact Centre service, paying us the applicable early termination charge and recontracting your new Network Contact Centre service for a new minimum contract term.

Early Termination Charge

- 13.7 If your Network Contact Centre service is cancelled during your minimum contract term for any reason other than:

- (a) our material failure; or
- (b) as otherwise specified in these terms,

we may require you to pay an early termination charge of an amount equal to the Monthly Rental Charges for your Network Contact Centre service multiplied by the number of months remaining in your minimum contract term, or as otherwise agreed between us and you.

- 13.8 You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

When your contract ends

- 13.9 At the end of your minimum contract term, we will continue to provide your Network Contact Centre service until:
- (a) you cancel your Network Contact Centre service by giving us 28 days' written notice; or
 - (b) we cancel your Network Contact Centre service by giving you 28 days' written notice.

14 Charges Generally

- 14.1 As each Network Contact Centre service is different, the charges for your Network Contact Centre service, including service features and options, will be set out in your agreement with us.
- 14.2 We will bill the charges for your Network Contact Centre service against the [Inbound Service](#) associated with your Network Contact Centre service.
- 14.3 In addition to the charges for your Network Contact Centre service, you must pay us for the other telecommunications services we provide in connection with your Network Contact Centre service (such as your [Inbound Service](#)).
- 14.4 In the event that you request any additional work outside of the scope of this section, including consultancy, project, technology refreshes, training or other unforeseen work, in relation to the Network Contact Centre service, we will charge you standard professional services charges. We will provide you with a written specification quotation for such services for your approval prior to undertaking any such additional work.

15 Changes to your Network Contact Centre service

Changes

- 15.1 You may request changes to your Network Contact Centre service.
- 15.2 Any change you require to your Network Contact Centre service will have to be agreed between us and you (in writing). You understand that some changes may be subject to additional terms and conditions.

Charges for changes

- 15.3 As each Network Contact Centre service is different, the charges for changes to your Network Contact Centre service will be agreed by you and us (in writing).