

SCHEDULE 124

Operator 118 Directory Enquiry (DQ) Service Calls

1. Definitions

1.1 In this Schedule, a reference to a paragraph or Appendix, unless stated otherwise is to a paragraph or Appendix of this Schedule. Words and expressions have the meaning given in Clause 1, except as shown below:

“DQ Service” an International DQ Service and/or a National DQ Service;

“Operator 118 DQ Service Call” a Call made by a Calling Party dialling a telephone number commencing with the digits 118 followed by the Operator 118 DQ Service Provider's number which sets up a Call to the Operator 118 DQ Service Provider;

“Operator 118 DQ Service Provider” a person who has contracted with the Operator for the delivery of Operator 118 DQ Service Calls commencing with the Number Ranges specified in Appendix 124.1 to access such person's DQ Service. The expression includes the Operator in respect of such telephone numbers if the Operator has published those numbers as being available to call the Operator itself in respect of Operator 118 DQ Services;

“International DQ Service” a service whereby telephone number information relating to business and residential subscribers from a non-United Kingdom country can be obtained by Calling Parties within the United Kingdom, being telephone number information relating to the range of numbers commonly available for directory enquiry services in that country;

“National DQ Service” a service whereby telephone number information relating to business and residential subscribers in the United Kingdom can be obtained by Calling Parties within the United Kingdom;

“Revenue Share Service” an Ancillary Service

- (a) where a network operator pays to its Customer operating such service an element of the conveyance charges which that operator receives for Calls to such service, or
- (b) operated by a network operator, and for which if operated by a Customer the network operator would pay to such Customer an element of the conveyance charges which that operator receives for Calls to such service.

2. Description of Service

- 2.1 Subject to the provisions of this Schedule the Operator shall provide to KCH access to the Operator 118 DQ Service. The Operator 118 DQ Service shall only be available to be accessed by persons having a telephone number conforming to the UK national numbering scheme.
- 2.2 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Operator 118 DQ Calls pursuant to this Schedule.
- 2.3 If there are abnormally high volumes of Operator 118 DQ Service Calls that the Operator System cannot convey KCH may apply network management controls in the KCH System or the Operator may apply network management controls in the Operator System.
- 2.4 For the purposes of AIT, the service(s) described in this Schedule is a Revenue Share Service.
- 2.5 Each Party shall correct faults which occur in its System which affect the conveyance of Operator 118 DQ Service Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its System is, or will be, free from faults.
- 2.6 International Calls (except insofar as International Calls may arise as a result of onward Call connection) and Transfer Charge Calls are not conveyed pursuant to this Schedule.
- 2.7 Subject to the provision of this Schedule, the Operator shall convey Operator 118 DQ Service Calls handed over from the KCH System to the appropriate terminal apparatus nominated by the Operator 118 DQ Service Provider, being terminal apparatus directly connected to the Operator System.
- 2.8 The Operator shall convey Operator 118 DQ Service Calls handed over from the KCH System during those periods of time and at the same standard and quality of service as the Operator conveys similar Calls.
- 2.9 The Operator shall have no obligation to convey Operator DQ 118 Service Calls handed over from the KCH System intended for an Operator DQ Service Provider if the Operator has suspended service to that Operator 118 DQ Service Provider or terminated such person's contract.
- 2.10 The Operator shall take reasonable steps to ensure that an Operator 118 DQ Service Provider publishes a helpline telephone number for its DQ Service.
- 2.11 The Parties shall use reasonable endeavours to detect, identify, notify and prevent AIT, both singly and co-operatively, in accordance with Clause 14 of the main body of this Agreement and Annex 5 to this Agreement.
 - (a) The Operator shall take all reasonable steps to ensure that a person applying to be an Operator 118 DQ Service Provider is adequately vetted prior to being accepted to minimise the risk of AIT and to ensure compliance with any requirements of ICSTIS.
- 2.12 For the purposes of paragraph 2.11, if Clause 14 of the main body of this Agreement and Annex 5 are not part of this Agreement, Clause 14 and Annex 5 in the then-current Kingston Reference Interconnect Offer from time to time shall apply to this Agreement as if incorporated herein.
- 2.13 The Operator shall provide Traffic Forecasts for Operator 118 DQ Service Calls in accordance with Annex 3.

- 2.14 For the purposes of paragraphs 2.13, 4.1 and 4.2, if provisions for Operator 118 DQ Service Calls are not part of Annex 2 or Annex 3 (which relates specifically to 118 DQ Service Calls), Annex 2 and Annex 3 in the then-current Kingston Reference Interconnect Offer from time to time shall apply to this Agreement as if incorporated herein.

3. KCH's Obligations

- 3.1 KCH shall direct all Operator 118 DQ Service related enquiries from KCH Customers, including any request for a refund of an Operator 118 DQ Service Call, to the Operator 118 DQ Service Provider's published helpline telephone number. For the avoidance of doubt, KCH shall not direct such Operator 118 DQ Service related enquiries to the Operator.

4. Routing

- 4.1 The conveyance of Operator 118 DQ Service Calls shall be in accordance with the routing principles specified in Annex 2.
- 4.2 Where KCH hands over an Operator 118 DQ Service Call to the Operator System, KCH shall hand over such a Call at a KCH Switch Connection located at a KCH Exchange which is as near as reasonably practicable to the geographical location from which the Operator 118 DQ Service Call was initially made or as otherwise may be agreed in writing by the Parties in accordance with Annex 2.

5. Charges

- 5.1 For the conveyance of each Operator 118 DQ Service Call by the Operator, KCH shall pay to the Operator a charge calculated in accordance with the rate for such a Call specified from time to time in the Kingston Interconnection Price List.
- 5.2 For the avoidance of doubt, the charges referred to in paragraph 5.1 include any onward Call connection (including, subject to paragraph 2.6, connection to international destinations) by an Operator 118 DQ Service Provider.

6. Commencement

- 6.1 The Operator shall provide the Operator 118 DQ Service commencing on a date to be agreed in writing by the Parties.

APPENDIX 124

Operator 118 DQ Service Provider	Number Range