

SCHEDULE 115

Operator PremiumCall Service Calls

1. Definitions

- 1.1 In this Schedule 115, a reference to a paragraph or Appendix unless stated otherwise, is to a paragraph or Appendix of this Schedule 115. Words and expressions have the meaning given in Clause 1, except as shown below:

“Calling Centre” any location, whether or not authorised, where Calls may be made;

“ICSTIS” the Independent Committee for the Supervision of Standards of Telephone Information Services.

2. Description of Service

- 2.1 The Operator shall take all reasonable steps to ensure that a person applying to be an Operator PRS Service Provider is adequately vetted prior to being accepted to minimise the risk of PRS Fraud and to ensure compliance with any requirements of ICSTIS.
- 2.2 The Operator shall take all reasonable steps to ensure that a person applying to be an Operator PRS Service Provider will offer a PRS in good faith.
- 2.3 The parties shall take reasonable endeavours to agree adequate safeguards to prevent and detect PRS Fraud and shall record such agreement in a separate document known as the “AIT Manual”. If a party reasonably considers that such safeguards are not adequate then either party may apply for a review of this Schedule 115 pursuant to Clause 16.1(c) of the main body of this Agreement.
- 2.4 Subject to the provisions of this Schedule 115, the Operator shall convey Operator PRS Calls received from the KCH System to the appropriate terminal apparatus nominated by the Operator PRS Service Provider or by the Operator if the terminal apparatus is connected to the Operator System, or to the KCH System or a Third Party Operator’s system if the terminal apparatus is connected to that System or Third Party Operator’s system.
- 2.5 The Operator shall have no obligation to convey Operator PRS Calls handed over from the KCH System intended for an Operator PRS Service

Provider if the Operator has suspended service to that Operator PRS Service Provider or terminated his contract.

- 2.6 Operator PRS Calls shall be included in the Traffic Forecast in accordance with Annex 3.
- 2.7 The parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule 115.
- 2.8 The Operator shall convey Operator PRS 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 Each party shall correct faults which occur in its System which affect the conveyance of Operator PRS 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.
- 2.10 If there are abnormally high volumes of Operator PRS 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.
- 2.11 Each party shall comply with the requirements specified from time to time in Appendices 115.1 and 115.2 and use the Number Ranges set out in Appendix 115.3 for Operator PRS Calls.
- 2.12 International Calls are not conveyed pursuant to this Schedule 115.

3. Routing

- 3.1 The conveyance of Operator PRS Calls shall be in accordance with the routing principles specified in Annex 3.
- 3.3 Operator PRS Calls handed over to the Operator by KCH shall be handed over at an Operator Switch Connection which is as near as reasonably practicable to the geographical location from which the Call was initially made or as otherwise may be agreed in writing by the parties.

4. Charging

- 4.1 Subject to the provisions of this Schedule 115, for the conveyance of each Operator PRS Call by the Operator, KCH shall pay 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. Commencement

- 5.1 The Operator shall convey Operator PRS Calls handed over from the KCH System commencing on the dates to be agreed in writing by the parties.

APPENDIX 115.1

PRS Fraud Prevention, Detection and Adjustment

1. Network Development

- 1.1 If the Operator undertakes technical development in relation to Operator PRS Calls, the Operator shall reasonably enhance the facilities for the prevention and detection of PRS Fraud.

2. Operational Liaison

- 2.1 The parties shall by monitoring Operator PRS Calls take all reasonable steps to prevent and detect PRS Fraud using, without limitation, the criteria specified in Appendix 115.2.

3. The Operator Detection and Notification

- 3.1 If the Operator suspects PRS Fraud taking into account the criteria specified in Appendix 115.2 it shall immediately pass to KCH, for each Calling Centre identified, the following information:

- 3.1.1 the identity of the Calling Centre;
- 3.1.2 the estimated total duration of the relevant Operator PRS Calls;
- 3.1.3 the dates when the relevant Operator PRS Calls were made;
- 3.1.4 the telephone number or numbers of the relevant Operator PRS Service Provider;
- 3.1.5 the identity of the relevant Operator PRS Service Provider;
- 3.1.6 such other information as the Operator considers relevant;
- 3.1.7 such other information reasonably requested by KCH.

4. KCH Detection and Notification

- 4.1 If KCH suspects PRS Fraud taking into account the criteria specified in Appendix 115.2 it shall immediately pass to the Operator, for each Calling Centre identified, the following information:

- 4.1.1 the identity of the Calling Centre;
- 4.1.2 the estimated total duration of the relevant Operator PRS Calls;
- 4.1.3 the dates when the relevant Operator PRS Calls were made;

- 4.1.4 the telephone number or numbers of the relevant Operator PRS Service Provider;
- 4.1.5 the identity of the relevant KCH Customer;
- 4.1.6 such other information as KCH considers relevant;
- 4.1.7 such other information reasonably requested by the Operator.

5. Restriction on Use of Information

- 5.1 Any information passed between the parties in accordance with paragraphs 3 and 4 shall only be used for the following purposes:
 - 5.1.1 to monitor, prevent or detect PRS Fraud;
 - 5.1.2 to assist the investigation of PRS Fraud and to undertake criminal prosecutions if PRS Fraud is established;
 - 5.1.3 to undertake civil proceedings to effect recovery of losses resulting from PRS Fraud.

6. Nominated Parties

- 6.1 Any information required to be passed between the parties in accordance with paragraphs 3 and 4 shall be collated by the nominated representative of one party and sent to the nominated representative of the other party in accordance with the AIT Manual.

7. Financial Adjustment

- 7.1 If a party has passed information to the other Party in accordance with paragraphs 3 and 4, then for information so passed which relates to the current Billing Period and subject to the information having been passed to the Operator within 2 weeks of the end of that Billing Period then KCH may withhold payment for the identified Operator PRS Calls;
 - 7.1.1 for a period of not more than 6 months commencing with the date of the first bill following the end of the then current Billing Period; or
 - 7.1.2 until KCH receives payment from the KCH Customer;whichever duration is less.
- 7.2 KCH shall take all reasonable steps to recover any outstanding charges for Operator PRS Calls.

- 7.3 If after the period of 6 months specified in paragraph 7.1.1 KCH has not received payment from the KCH Customer, the Operator may:
- 7.3.1 unconditionally release KCH from the obligation to pay; or
 - 7.3.2 continue suspension of KCH's obligation to pay; or
 - 7.3.3 require KCH to assign (at no cost) to the Operator the indebtedness of the KCH Customer in consideration of the Operator releasing KCH from its obligation to pay such outstanding charges for such KCH Customer.
- 7.4 In the event of any dispute relating to the operation of this paragraph 7 either party may serve a notice on the other requiring any matters in dispute to be referred to arbitration in London by a single arbitrator appointed by agreement between the parties or in default of agreement upon the application of either party by the President for the time being of the Law Society of England in accordance with and subject to the Arbitration Act 1996.

APPENDIX 115.2

The following are indicators of PRS Fraud in relation to any Operator PRS Service Provider and Calling Party:

OPERATOR PRS SERVICE PROVIDER

1. For each of the first 3 months after commencement of service the number of Operator PRS Calls delivered to any new Operator PRS Service Provider exceed by 25% (or such other percentage as the parties may agree in writing) or more the average number of Operator PRS Calls to similar PremiumCall Services ascertained after the first month and monthly thereafter.
2. After the first 3 months the number of Operator PRS Calls delivered to any Operator PRS Service Provider increases at a rate of 25% or more from one month to the next.
3. A high proportion of Operator PRS Calls delivered to any Operator PRS Service Provider originate at a small number of Calling Centres whether or not limited in geographical location.
4. The average duration of Operator PRS Calls delivered to any Operator PRS Service Provider differs significantly from that of Operator PRS Calls to similar PremiumCall Services or there are repeated Calls of similar duration.
5. Operator PRS Calls delivered to any Operator PRS Service Provider appear to originate without promotion of the PremiumCall Service.
6. A significant proportion of Operator PRS Calls delivered to any Operator PRS Service Provider originate at payphones or use payment systems other than a standard telephone bill.

CALLING PARTIES

1. A small number of Calling Centres generate a high proportion of Operator PRS Calls for delivery to any Operator PRS Service Provider.
2. A small number of Calling Centres generate a high volume of Operator PRS Calls for delivery to any Operator PRS Service Provider.
3. A high proportion of Operator PRS Calls delivered to any Operator PRS Service Provider are generated at a small number of Calling Centres whether or not limited in geographical location.

4. The average duration of Operator PRS Calls delivered to any Operator PRS Service Provider differs significantly from that of Operator PRS Calls to similar PremiumCall Services or there are repeated Calls of similar duration.
5. Operator PRS Calls delivered to any Operator PRS Service Provider appear to originate without promotion of the PremiumCall Service.
6. A significant proportion of Operator PRS Calls delivered to any Operator PRS Service Provider originate at payphones or use payment systems other than a standard telephone bill.

APPENDIX 115.3

The Number Ranges to which this Schedule 115 applies are set out below:

Number Range