

SCHEDULE 6

Local Operator Assistance Service

1. Definitions

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 the main body of the Agreement, except as shown below:

"LOA Service" the Operator Assistance Service relating to Calls originating and terminating within the Hull area defined in the KCH Licence.

2. Description of Service

2.1 This Schedule gives details of the provision by KCH to the Operator of access to the LOA Service from the Operator System.

2.2 LOA Service shall only be available to be accessed by a Calling Party having a telephone number conforming to the UK national numbering scheme.

2.3 Except where expressly stated otherwise all Calls to the LOA Service shall attract the charge for the LOA Service specified from time to time in the Kingston Interconnection Price List.

2.4 Where the Operator permits a Calling Party to access the LOA Service from payphones connected to or forming part of the Operator System, KCH shall only be obliged to provide the services set out in paragraph 2.6(b).

2.5 Subject to paragraph 2.6, a Calling Party will be able to access the LOA Service in order to obtain assistance in completing Calls to persons in the Hull area defined in the KCH Licence who can be reached via the KCH System.

2.6 The LOA Service shall comprise the following:

(a) Assistance Calls

A Calling Party may request the KCH Operator to connect the following types of Call:

- (i) a KCH Telephony Call;
- (ii) an Operator Telephony Call;
- (iii) Number Translation Services Call;

except that KCH PRS Calls, Operator PRS Calls and Calls to PRS services run by Third Party Operators shall not be connected.

A Calling Party may request the KCH Operator to provide assistance in connection of such a Call referred to in (i) to (iii) above where a previous attempt failed (as, for instance, where there has been a continuous engaged tone, number unobtainable tone, continuous ringing tone and no reply, no tone or wrong number), or re-connection of such a Call in the event of prior unwarranted disconnection by one or more of the Telecommunication Systems involved in the connection chain.

The assistance provided under this paragraph 2.6(a) shall only be in respect of Calls for which KCH provides the same assistance service for its Customers. KCH shall offer refunds of Call charges to the Operator in respect of its Customers in circumstances where KCH would offer refunds to KCH Customers.

(b) Transfer Charge Calls

A Calling Party may request the KCH Operator to attempt to set up a Transfer Charge Call to a person having a telephone number conforming to the UK national numbering scheme. The charge for the LOA Service specified from time to time in the Kingston Interconnection Price List will not be payable for successful Transfer Charge Calls.

The LOA Service shall not connect Transfer Charge Calls to the following:

- (i) answering machines (unless permitted by the initial message pre-recorded by the person responsible for the called number);
- (ii) payphones;
- (iii) Number Translation Services Calls;
- (iv) Persons using land mobile radio services; or
- (v) numbers on paging systems.

(c) Alarm Calls

A request can be made by the Calling Party to the KCH Operator for an alarm call to be made at a specified time. The alarm call will be attempted at or near the required time, but in any event no more than five minutes earlier or later than the time specified. However, alarm calls can only be booked on ordinary fixed exchange lines within the Hull area defined in the KCH licence and can only be charged to the Calling Party's number.

Alarm calls will be charged to the Operator at the price specified from time to time in the Kingston Interconnection Price List, when booked. Refunds of the charge shall be given to the Operator if an alarm call is cancelled, subject to

the cancellation being made prior to midnight on the day preceding the day for which the alarm call has been booked.

- 2.7 If KCH makes a material change to the LOA Service that KCH provides to its own Customers, it shall give the Operator 6 months' notice of such change. The notice of such change shall be a review notice in accordance with Clause 16.1(c) of the main body of this Agreement.

3. **KCH's Obligations**

- 3.1 Subject to the provisions of this Schedule, KCH shall convey Calls for the LOA Service by means of the KCH System to an operator call handling centre. KCH shall be under no obligation to convey any Call to the LOA Service which is a type of Call that KCH does not convey to such service for its Customers.

- 3.2 KCH shall use its reasonable endeavours to ensure that 90 per cent of all Calls (except those for which there were no queue places available in the automatic call distribution system) to the LOA Service (averaged over a 24 hour period) will be answered within 15 seconds, 7 days per week (with the exception of Christmas Day when the target percentage shall be 70 per cent). The balance of all such Calls shall be answered by the KCH Operator as soon as reasonably possible after the 15 second period.

- 3.3 On written request from the Operator, KCH shall provide statistics of the percentage of Calls actually answered within the time periods specified in paragraph 2.3 for the operator call handling centre which normally deals with Calls to the LOA Service for the relevant KCH Switch Connection.

- 3.4 KCH shall correct faults which occur in the KCH System which affect the provision of the LOA Service, in accordance with KCH's normal engineering practices. For the avoidance of doubt, KCH does not warrant that the KCH System is or will be free from faults.

- 3.5 Procedures for the provision by KCH to the Operator of details of Calls to the LOA Service and refunds handled by KCH Operators are set out in Annex 4 and the procedures for operational matters and Customer complaints are set out in the Operations and Maintenance Manual.

4. **The Operator's Obligations**

- 4.1 Where the Operator conveys Calls to access the LOA Service it shall deliver the Calls to a KCH Switch Connection at a KCH Exchange in accordance with Annex 3.

- 4.2 The Operator shall, where faults occur in the Operator System which affect the provision of the LOA Service, correct them in accordance with the Operator's normal engineering practices. For the avoidance of doubt, the Operator does not warrant that the Operator System is or will be free from faults.

4.3 Where the Operator permits access to the LOA Service from payphones connected to or forming part of the Operator System, the Operator shall ensure the payphone sends a tone, of a form to be agreed between the parties, to indicate to the KCH Operator that the Calling Party is using a payphone.

4.4 Where the Operator wishes KCH to inform a Calling Party, in response to enquiries, of the condition of Operator Customer's telephone lines (e.g. out of order, terminated etc.) it shall provide KCH with a telephone number for use by the KCH Operator for making such enquiries. This telephone number will be used solely by the KCH Operator and shall not be disclosed.

5. **Commencement & Termination**

5.1 KCH shall provide the LOA Service to the Operator as detailed in this Schedule on the later of the following:

- (a) a date 3 months after the date this Schedule was incorporated into the Agreement; or
- (b) the first Ready for Service Date; or
- (c) such other date as the parties may agree in writing.

5.2 The Operator may terminate its access to the LOA Service under this Schedule by giving 3 months' written notice to KCH.

6. **Charging**

6.1 For the services provided by the KCH Operator except for those specifically stated to be free of such charges, the Operator shall pay KCH for each Call the charge for the LOA Service as specified from time to time in the KCH Interconnection Price List. In addition, the following are payable:

- (a) For the onward connection of Calls stated in paragraph 2.6(a) the Operator or KCH, as appropriate shall pay, for each successful Call, the charges in accordance with the charge as specified from time to time in the Kingston Interconnection Price List for the appropriate Call.
- (b) For the provision of Transfer Charge Calls by the LOA Service, KCH shall pay the Operator for each successful Call, the appropriate charge specified from time to time in the Kingston Interconnection Price List.