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# Internet Access Service Agreement

iCS



## **INTERNET ACCESS SERVICE AGREEMENT**

### **1. DEFINITIONS AND INTERPRETATION**

This Service Agreement is to be read in conjunction with the Conditions for Communications Services (the "**Conditions**") to which this Service Agreement is attached. All definitions contained within this Service Agreement shall have the same meaning as those set out in the Conditions unless specified below:

**"Agreement"** means this Service Agreement;

**"Access"** means a copper or fibre optic internet and/or data connection via a dedicated link, used exclusively by you for the purposes of data transmission;

**"Broadband"** means internet access using ADSL Max and/or ADSL2 technology and/or such other technology as is available from time to time and offered by us to you;

**"Cancellation Charge"** means a charge applied to your account (a) when we terminate the Agreement or any Service for breach of the Agreement by you; or (b) when you terminate the Agreement in respect of a Service prior to the end of the Minimum Term in certain circumstances;

**"Carrier"** means the approved telecommunications provider installing the Leased Line Service;

**"Content"** means all information whether textual, visual, audio or otherwise, appearing on or available through the Service;

**"CPE (Customer Premise Equipment)"** means the equipment located at a subscriber's premises and connected with our leased line, Ethernet or private line circuit/service;

**"Designated Contact"** means the Customer's nominated contact who is authorised by the Customer to request administration and / or technical changes to the Leased Line Service;

**"Equipment"** means the equipment specified on the Order Form;

**"Ethernet"** means a high-speed internet connection;

**"Installation Date"** means the date when the Leased Line Service is installed at the Site;

**"Leased Line"** means a copper or fibre optic internet and/or data connection via a dedicated link, used exclusively by you for the purposes of data transmission;



**"Leased Line Service"** means the provision of one of the following Leased Lines (i) Access, (ii) Ethernet, or (iii) Private Line Service as specified on the Order Form;

**"Location"** means a single telephone line or ISDN channel;

**"NTE"** means network termination equipment;

**"Order Form"** means our order form to which this Agreement is attached, and which contains details of your application for the Service;

**"Private Line Circuit" or "Private Line Service"** means a point to point connection which enables data to be transferred between two business premises;

**"Regrade"** means your entitlement to switch to a faster Broadband Service transmission speed or to switch between a capped and uncapped Broadband Service;

**"Service"** means (a) the Broadband Service and/or (b) the Leased Line Service provided by us to enable you to gain access to the Internet as specified on the Order Form;

**"Supplier"** means any third-party supplying services or equipment on behalf of the Company to facilitate the Leased Line Service;

**"Term"** means the length of time you commit to taking the Service.

**"The Company" or "we" or "us"** means ICS 1989 LTD, trading as iCS Communications;

**"The Customer" or "you"** means the customer whose company details are set out on the Order Form;

**"Working Day"** means any day other than a Saturday or Sunday on which the clearing banks are open for business in London.

## 2. SCOPE AND LENGTH OF AGREEMENT

2.1 We agree to provide you with the Service and/or the Equipment and you agree to use the Service and the Equipment on the terms set out in this Agreement.

2.2 Each Service is subject to its own Term as indicated in clause A2.5 (the Broadband Service) and clause B4.2 (the Leased Line Service).



### **3. SUPPLY OF EQUIPMENT**

3.1 We will endeavour to deliver the Equipment within any agreed timescales, but under no circumstances shall we be liable to you for any loss or damage of any kind whatsoever, caused by any delay in the delivery of the Equipment.

3.2 We are not the manufacturer of any Equipment supplied to you under this Agreement. We warrant that each item of Equipment will conform in all material respects to the manufacturer's specification for a period of 12 months from the date on which each item of Equipment is dispatched (the "Warranty Period") unless special conditions associated with certain Equipment apply.

3.3 All risk of loss or damage to the Equipment shall pass to you on delivery. Property in the Equipment shall not pass to you until the purchase price has been paid in full.

3.4 Any Equipment delivered damaged must be notified to us within 3 working days. We may, entirely at our discretion, repair or replace such damaged Equipment, substitute substantially similar goods or reimburse the price paid for the damaged Equipment.

3.5 The warranty set out in this clause 3 shall not apply where any Equipment has been altered in any way or has been subjected to misuse or unauthorised repair.

### **4. INSTALLATION OF EQUIPMENT**

Your obligations where Equipment is to be installed are set forth in the provisions of Conditions 5.1 and 5.2 of the Conditions and in the relevant clauses of this Agreement.

### **5. CHARGES AND PAYMENT**

5.1 You shall pay for all Charges for the Service and/or the Equipment in the manner and at the time set out or referred to on the Order Form or in the Tariff you have chosen on the Order Form.

5.2 Without prejudice to the generality of clause 5.1, the provisions of Conditions 7 and 8 of the Conditions prescribe and shall govern the Charges payable by you under this Service Agreement and your payment obligations under this Service Agreement.



## 6. INTELLECTUAL PROPERTY

6.1 Unless otherwise expressly agreed in writing, the parties will not acquire any rights or licences to each other's intellectual property rights.

6.2 All intellectual property rights in anything provided to you as part of the Service will remain the property of us or our licensors.

## 7. YOUR USE OF THE SERVICE

7.1 Your use of the Service shall be governed by the provisions of Condition 3 of the Conditions. In addition, and without limitation:

- (a) You agree that you will be responsible for all use of the Service and (unless, we have agreed to supply it as part of the Equipment) for providing a computer, modem, and all additional equipment and/or services for use in conjunction with the Service;
- (b) You will obtain any permits and/or licences which are necessary for connecting to, and accessing, the Service;
- (c) You agree that you are responsible for complying with all terms and conditions (including, without limitation, terms of payment) relating to any telecommunications service which is required by you to access the Service;
- (d) You shall not perform or allow anyone else to perform any unauthorised IP or Port multicasting, broadcasting, vectoring, spoofing, filtering translation or routing;
- (e) You must notify us immediately if you become aware of any change in circumstances which may lead you to believe that your user name(s) and/or password(s) have become known to anyone else;
- (f) You must not alter the configuration of any managed hardware, and/or routers which you purchase from us since we cannot support any alterations to the configuration of such Equipment and any such alterations will invalidate our support obligation (if any) relating to such Equipment;
- (g) You agree to report any fault with the Service and/or the Equipment to us as soon as possible; and
- (h) You will not do anything in relation to any IP addresses allocated to you which may affect the security of the Service (including without limitation establishing open relays and/or open proxies or their equivalent).



## 8. MINIMUM TERM

8.1 The Minimum Term shall be a period of 12 months, subject to the Additional Terms applicable to (A) The Broadband Service and (B) The Leased Line Service, hereunder.

8.2 Subject to the provisions of clause 8.5, if this Agreement or any Service is terminated during the Minimum Term or any agreed term for the relevant Service and you received any contribution towards the costs of any Service or Equipment, as part of the Tariff or otherwise, then we reserve the right to impose a termination charge equal to the original cost divided by the number of the months in the relevant term, multiplied by the number of months remaining in the relevant term.

8.3 Unless you terminate the Agreement in accordance with clause 8.4 or you are a consumer or a Small Business Customer (in which case see clause 8.5) then, upon the expiry date of the Minimum Term, or any anniversary of that date thereafter, the Agreement will renew automatically for further periods of 12 months.

8.4 Unless you are a consumer or a Small Business Customer (in which case see clause 8.5), you may terminate the Agreement by giving 90 days' notice in writing to us, such notice to become effective no earlier than the expiry date of the Minimum Term, or upon each anniversary of such date thereafter (as applicable) where the Agreement has renewed automatically pursuant to clause 8.3. You acknowledge that 90 days' notice as aforesaid to terminate the Agreement is a reasonable period which is required in order for us to mitigate any costs, expenses, losses or damages which we may incur as a result of the termination of our contracts with third party suppliers involved in the provision of the Service to you.

8.5 If you are a consumer or a Small Business Customer:

(a) the Agreement will expire automatically upon the expiry date of the Minimum Term, unless you give us written notice of your wish to renew the Agreement at least 30 days prior to the expiry date of the Minimum Term; and

(b) if notice is duly given by you in accordance with the requirements of sub-clause (a) above, the Agreement will be renewed for a further period of 12 months; and

(c) the renewal of the Agreement for any additional periods of 12 months must be affected by your providing appropriate written notification to us at least 30 days prior to each anniversary of the expiry date of the Minimum Term; and



(e) the provisions of clause 9 shall be subject to the provisions of this clause 8.5.

## **9. TERMINATING THE AGREEMENT**

9.1 We may terminate the Agreement or any Service immediately in accordance with Condition 16 of the Conditions.

9.2 If this Agreement or any Service is terminated by us in accordance with sub-clauses 16.4.2.1, 16.4.2.2, 16.4.2.3 16.4.2.4 or 16.4.2.5 of the Conditions during the Minimum Term or any agreed term applicable to any Service, you will be responsible for the payment of any and all Charges other than Periodic Charges which remain outstanding as of the termination date; we will also levy a Cancellation Charge in relation to each relevant Service calculated in accordance with the following:-

(a) Each Service for which Periodic Charges are payable – the number of months remaining of the Minimum Term for that Service multiplied by the monthly Periodic Charges; and/or

(b) Repayment to us of any subsidised charges or any other contribution made by us towards any other costs.

9.3 If this Agreement or any Service is terminated by us in accordance with sub-clauses 16.4.2.6, 16.4.2.7 or 16.4.2.8 of the Conditions during the Minimum Term or any agreed term applicable to any Service, we will not levy a Cancellation Charge, but you will be responsible for the payment of any and all outstanding Charges.

9.4 Either party may terminate this Agreement in respect of a Service by giving the other party not less than ninety (90) days' notice in writing to take effect at the end of the Minimum Term for the relevant Service.

9.5 In the event that notice of termination pursuant to clause 9.4 is duly given by either party, you must pay:

(a) The Periodic Charges up to the end of the notice period;

(b) All Charges other than the Periodic Charges up to the end of the notice period, including but not limited to any such Charges which may be incurred during the notice period; and

(c) Any cease charges which are detailed in the Tariff as being chargeable on termination.

9.6 If you want to terminate this Agreement in respect of a Service prior to the end of the Minimum Term for the relevant Service (other than because we have materially altered the terms of this Agreement under Condition 17.1) you must give us at least thirty (30) days' notice in writing. You must pay all Charges other



than the Periodic Charges up to the end of the notice period, (including but not limited to any such Charges which may be incurred during the notice period) and we will levy a Cancellation Charge calculated in accordance with the following: -

- (a) Each Service for which Periodic Charges are payable – the number of months remaining of the Minimum Term for that Service multiplied by the monthly Periodic Charges; and/or
- (b) Pro-rata repayment to us of any contribution to upfront or ongoing costs paid by us, and/or
- (c) Any applicable cease charges as may be detailed in the Tariff.

9.7 If you want to terminate this Agreement in respect of a Service prior to the end of the Minimum Term for the relevant Service because we have materially altered the terms of this Agreement under Condition 17.1, you must either give us written notice of termination, or contact our customer services department specifying your reason for termination, in each case before the change becomes effective. We will not levy a Cancellation Charge, but you must pay the Periodic Charges and all Charges other than the Periodic Charges up to and including the date of termination.

9.8 Any cease charges payable by you in accordance with this clause 9 (including clauses 9.5 (c) and 9.6 (c)) shall be subject to an additional fixed charge of £40.00.

9.9 Without prejudice to any of the foregoing provisions of this clause 9, the Carrier will levy a charge in the range of £250.00-£400.00 for any Ethernet Demarcation Device (EDD) which is not returned within 7 days of any cease date and any such charge for any EDD which is not returned by the Customer as aforesaid will be passed on to the Customer.

## **10. ADDITIONAL TERMINATION PROVISIONS**

10.1 The provisions of clause 9 shall be without prejudice to the other provisions of this Agreement.

10.2 Upon termination of this Agreement, you shall be responsible for arranging for the Service to be provided by another supplier.

## **11. INTERNET ACCESS**

11.1 All Content made available on the Internet (directly or indirectly) through using the Service, whether publicly posted or privately transmitted, is the sole responsibility of the party from whom such Content originated. You are entirely responsible for all information uploaded, e-mailed or otherwise transmitted via Internet access.





11.2 We will not be responsible for any loss or damage you may suffer from any dealings with third parties. Any dealings with products or services provided by third parties which are located by using the Service, are solely between you and that third party, unless we specifically state otherwise.

11.3 We will not be responsible for any harm you suffer from a virus which affects your equipment, whether it was transmitted via the Service or otherwise. You will remain responsible for all Charges applied to your accounts for the use of any Service activated by such a virus.

## **12. LIMIT OF LIABILITY**

12.1 Our liability to you shall be governed by the provisions of Condition 13 of the Conditions and any relevant provision of this Agreement.

12.2 Without limiting the generality of clause 12.1 above, Condition 13.2 of the Conditions sets out our aggregate monetary liability to you, whether arising under this Agreement or otherwise.

## **13. SERVICE AVAILABILITY AND SUSPENSION**

13.1 We shall use all reasonable endeavors to provide and maintain the availability of the Service. However, we do not warrant that the Service shall be available without interruption or that it will be free from error. We may suspend the Service immediately if:

13.1.1 The Network fails or if it is being modified, maintained or repaired, or if the Network is unavailable for any other reason; or

13.1.2 You notify us of the unauthorized use of your username or password; or

13.1.3 We do not receive full and timely payment of any invoices sent by us to you; or

13.1.4 We reasonably suspect or know that your username or password is being used by an unauthorized person.

## **14. WHAT YOU MUST PAY IF THE SERVICE IS SUSPENDED**

All Charges shall remain due and payable, save that if the Service is suspended for the reasons set out in clause 13.1.1 for more than 3 days in any single month, any Charges that would otherwise be payable for the period of suspension shall not be payable for such period in the relevant month.



## **15. TRANSFERRING THIS AGREEMENT**

This Agreement is personal to you and may not be transferred by you to any other person.

## **16. USE OF YOUR DETAILS**

16.1 For the purposes of fraud prevention, debt collection, credit management and emergency services provision, you agree that we may disclose information about you and your account with us to debt collection agencies, credit reference agencies, financial institutions, emergency service organizations and other companies offering identical or similar Services. We may also pass your details to third parties in the event that we sell our business, so that you can continue to receive the Service.

16.2 Unless you indicate otherwise on the Order Form, we may also use your details to send you information and other services that we offer that we think you may be interested in.

## **17. GENERAL**

The provisions of Condition 17 of the Conditions (namely 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7 and 17.8, covering changes to the Conditions, Force Majeure, Notice, Waiver, Entire Agreement, Third Party Rights, Severability and Dispute Resolution/Governing Law respectively), shall apply to this Agreement.

## **ADDITIONAL TERMS APPLICABLE TO (A) THE BROADBAND SERVICE AND (B) THE LEASED LINE SERVICE**

### **A. BROADBAND SERVICE**

#### **A1. THE SERVICE**

A1.1 The Broadband Service provides you with high-speed access to the Internet.

A1.2 The Broadband Service will be provided to you at the Site. Quoted speeds for each product specified by us refer to the maximum available download bandwidth. Upload bandwidth for the Broadband Service (excluding SDSL products) may vary up to a maximum of 1Mbps. For SDSL products, maximum upload bandwidth will vary depending on the Service ordered.



## **A2. COMMENCEMENT OF SERVICE**

A2.1 Before accepting your application for the Service, we need to do the following in order to ensure that we can provide you with the Broadband Service:

- a) Successfully complete a line test and survey; and
- b) Successfully activate the Broadband Service.

If it is not possible to provide the Broadband Service because one of the above cannot be completed successfully, we will notify you as soon as possible.

A2.2 To enable us to provide the Broadband Service, certain equipment may need to be installed at the Site. If any equipment needs to be installed at the Site, we may give you some advice on preparing the Site, but we will not be responsible to you for any losses or damages you suffer as a consequence of your preparation of the Site.

A2.3 Activation of the Broadband Service may result in you experiencing a temporary loss of your phone service. This is because your existing connection needs to be adjusted to allow you to access the Broadband Service. We will endeavour to make any loss of telephone service as brief as possible.

A2.4 We will use all reasonable efforts to activate the Broadband Service by the date notified to you following acceptance of your application for the Service; however, it should be noted that all dates are estimates and we cannot guarantee that they will be met.

A2.5 The Minimum Term will commence on the activation date of the Broadband Service. Expiration, renewal and termination will be in accordance with clauses 8.3, 8.4 and 8.5 of this Agreement.

## **A3. TRANSFERABILITY**

In the event that you move from the Location and you wish to continue to receive the Broadband Service, we shall terminate your existing Broadband Service and (provided that you can receive the Broadband Service from your new Location) you will be required to register again for the Broadband Service and commit to the remaining period of the Minimum Term. In addition, we reserve the right to charge an Administrative Charge for the Location move.

## **A4. TERMINATION OF TELEPHONE SERVICE**

In the event that your telephone account with your telecommunications provider is terminated or you change the services on the telephone line on which you currently use the Broadband Service so that the Broadband Service is unable to



operate normally, your Broadband Service will terminate and you will be liable for the Periodic Charges which would have been payable for the remainder of the Minimum Term or any subsequent additional fixed term.

## **A5. DOWNLOAD LIMITS AND REGRADES**

A5.1 Some of our Broadband Services impose a cap or limit on the amount of data that you can download in a calendar month. If you exceed your data allowance in any given calendar month, you may be charged for any download in excess of your limit. Please note that the data allowances expire at the end of each calendar month and cannot be transferred to a subsequent month if unused.

A5.2 You may at any time during the term of this Agreement Regrade your Broadband Service. In the event that you Regrade within the Minimum Term, we reserve the right to charge you for the Regrade at our then current rates and to require you to commit to a further Minimum Term.

## **B. LEASED LINE SERVICE**

### **B1. THE SERVICE**

B1.1 We shall provide the Leased Line Service at the data transfer speed stated on the Order Form subject to the terms of this Agreement. As part of the Leased Line Service, we agree to supply, and you agree to purchase the Equipment specified in the Order Form.

B1.2 Whilst we will use reasonable endeavours to provide the Service and the Equipment to you within any timescales specified by us or agreed with or requested by you, we will not be liable to you for any delay in providing or failure to provide the Service and/or Equipment within such timescales.

B1.3 We shall allocate a range of Internet Protocol (IP) addresses for your use for machines on your network for the duration of this Agreement.

### **B2. PROVISION OF THE SERVICE**

B2.1 The Service will be available for use from the date on which, either the individual circuit (for single circuits), or the final circuit (for a solution with leased line or ethernet backup) is installed and made available for service (the **Activation Date**).

B2.2 The provision of the Service to the Customer will be subject to the characteristics of the Customer's access connection and the Carrier may determine that it is not possible to supply the Service over the Customer's access connection.



Where this is the case, the Company will immediately terminate the Contract, and will not be liable to the Customer for such termination.

B2.3 The Company reserves the right to make any changes to this Agreement, including changes to the Service as is required from time to time, to reflect technical and operational changes to the core network or that of the Carrier or any Supplier, (provided such changes do not materially affect the applicable Service provided to the Customer) or to reflect changes enforced by law, regulation or codes of conduct which may be altered or issued from time to time.

B2.4 Occasionally the Company or the Carrier or a Supplier may have to interrupt the Service or change the technical specification of the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency. In these circumstances where possible the Company will give notice to the Customer of any such interruption. However, the Customer shall have no claim against the Company for any such interruption.

B2.5 Except as otherwise expressly permitted under the Contract, the Customer may not:

- (a) modify the Service without the Company's prior written consent;
- (b) redistribute copy or use the Service, or transfer rights to the use of the Service to any third party;
- (c) disclose details of the Service, to any third party without the Company's prior written consent; or
- (d) use the Service except in conjunction with the Company's recommended operating guidelines.

B2.6 The Company shall use its reasonable endeavours to comply with the Customer's reasonable requests in respect of installation, but the Company or the Carrier or a Supplier's decisions on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Equipment shall be final and binding.

B2.7 The Company shall use all reasonable endeavours to provide and install or procure the provision and installation of the Equipment at the Site so that the Service can be provided on or before any proposed Installation Date specified or agreed to by the Company. However, any such Installation Date is an estimate only and the Company shall not be liable for any failure to meet any such Installation Date.

B2.8 The Customer further acknowledges that:



- (a) throughout the provisioning process, the Company will need to communicate with the Customer's Designated Contact to arrange access to the Site, for the Company and/or the Carrier or any Supplier. Any delays to these requests will delay the Company from meeting any target date and issuing a committed delivery date (**CDD**). The CDD is deemed to be the Activation Date;
- (b) typically, within 30 Working Days of acceptance of the Customer's order, the Company or its third-party representative will perform a premises survey at the termination location (a **Site Survey**). The Company will typically be able to issue a CDD within a further 30 Working Days of the Site Survey;
- (c) when the Company or the Carrier or a Supplier decrees that the installation costs originally quoted are not enough to cover the actual cost of the installation works, any additional costs required to be paid therefor are known as excess construction charges (**ECCs**). The Company will notify the Customer of any ECCs raised by the Carrier or a Supplier within 30 Working Days of the Site Survey. The issuance of a CDD will be delayed where a decision regarding ECCs is outstanding;
- (d) at this point, the Customer's order will be placed on automatic 'hold' until the Customer agrees (or not) to pay the ECCs. The Customer has 5 Working Days to decide, and to notify the Company in writing of its decision. Each elapsed day during this 5-day period will be automatically added to the CDD. If the Customer agrees to pay, the provisioning service will resume and a CDD issued in due course. Should the Customer decline to pay, it has the right to cancel its order with no further charges. Should the Customer fail to notify the Company of its decision within 5 Working Days, the Company may consider the order cancelled and the Company's standard cancellation fees will apply;
- (e) should the Customer choose to cancel its order at any point, other than in the manner described in sub-clause (d) above, cancellation fees will apply. Cancellation fee scales are available on request; and
- (f) when an installation fee is levied, the Company reserves the right to invoice this fee to the Customer and the installation fee must be paid before the Company hands over the Service to the Customer.

B2.9 The Company accepts no responsibility for the accuracy of any data supplied by the Carrier or any Supplier.



### **B3. USE OF THE SERVICE**

#### **B3.1 The Customer must not use the Service:**

- (a) in a way that does not comply with the terms of any legislation or any licence applicable to the Service or the Customer or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- (b) in connection with the carrying out of a fraud or criminal offence against the Company, or any other public telecommunications operator;
- (c) to send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights;
- (d) to send or procure the sending of any unsolicited advertising or promotional material other than to its own customers;
- (e) in a way that does not comply with any instructions the Company or the Carrier has given.

B3.2 The Company will be entitled to suspend the Service or terminate the Contract where the Company, in its absolute discretion, believes the Customer is in breach of any provisions of B3.1.

B3.3 The Customer will co-operate with the Company's reasonable requests for information regarding the Customer's use of the Service and will supply such information without delay.

### **B4. CHARGES**

B4.1 The Company may make a further charge in addition to the Charges, on its own behalf or on behalf of the Carrier or a Supplier, in the following circumstances:

- (a) an abortive visit charge may be incurred where incorrect information supplied by the Customer means it is technically impractical to provide the Service;
- (b) where the Company or the Carrier or a Supplier is unable to gain access to the Site to carry out installation of the Service or the installation is aborted, an abortive visit charge may be payable;
- (c) where certain order information provided by the Customer is illegible, inaccurate or incomplete an administration fee will be charged;



(d) where a fault relates to equipment other than the Equipment.

B4.2 Ancillary charges will be sent to the Customer on a separate invoice.

## **B5. CUSTOMER OBLIGATIONS**

B5.1 In order to facilitate the installation and use of the Equipment at the Site, the Customer will at the Customer's own expense:

- (a) obtain all necessary consents, including consents for any necessary alterations to buildings;
- (b) take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as the Company, the Carrier or a Supplier advises are necessary, and carry out afterwards any making good or decorator's work required; and
- (c) provide any electricity and connection points required by the Company, the Carrier or a Supplier; and
- (d) the action required by sub-clauses (a)- (c) above must be completed in advance of any installation work.

B5.2 The Equipment shall remain the property of the Company or the Carrier or a Supplier of such equipment and the Customer shall at all times make clear to third parties that the same is the property of the Company or a third-party supplier of such equipment.

B5.3 The Company may modify, substitute, renew or add to the Equipment from time to time at its absolute discretion.

B5.4 A secure electricity supply is required at the Site for the installation, operation and maintenance of the Equipment at such points and with such connections as will be specified by the Company. Unless otherwise agreed, this electricity supply is to be provided by the Customer. The Company shall not be responsible for interruption or failure of the Services caused by a failure of such electricity supply.

B5.5 The Customer is responsible for the Equipment and must not add to, modify or in any way interfere with it nor allow anyone else (other than someone authorised by the Company) to do so. The Customer will be liable to the Company for any loss of or damage to the Equipment, except where such loss or damage is due to fair wear and tear or is caused by the Company, or anyone acting on the Company's behalf.





B5.6 Any CPE connected to or used with the Service must be connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment and must be technically compatible with the Service and approved for that purpose under any relevant legislation or telecommunications industry standards.

B5.7 If through no fault of the Company, the Company is unable to carry out an installation at, or gain access to, the Site or the installation is aborted, the Company will notify the Customer's Designated Contact and may raise an abortive visit charge.

B5.8 The Customer hereby irrevocably gives permission to the Company or the Carrier or a Supplier and its employees, agents or contractors to:

- (a) execute any works at the Site for, or in connection with, the installation, maintenance, or removal of the Equipment;
- (b) keep and operate telecommunication apparatus installed on, under or over the Site; and
- (c) enter the Site to inspect any telecommunication apparatus kept on the Site or elsewhere for the purposes of providing the Service.

B5.9 Where the Contract or the Service is terminated for any reason the Company or the Carrier or any Supplier will be entitled to enter the Site to remove the Equipment installed there.

B5.10 The Customer shall at its own expense provide suitable accommodation, assistance, facilities and environmental conditions for the Equipment.

B5.11 In order to enable the Company to carry out the Company's obligations under the Contract, the Customer will at all reasonable times provide the Company's employees, and anyone acting on the Company's behalf including the Carrier, (upon production of a valid identity card), with access to any part of the Site and any other premises outside the Company's control. The Company will normally only require access during Working Hours but may, on reasonable notice, require the Customer to provide access at other times. The Company may agree to work outside Working Hours, but the Customer must pay the Company additional charges for doing so.



**B5.12 The Customer undertakes:**

- (a) to comply with all instructions the Company may notify to the Customer for use of the Equipment;
- (b) not to allow the Equipment to be repaired or maintained other than by an authorised representative of the Company;
- (c) not to attempt to sell, lease, rent, pledge or otherwise encumber the Equipment; and
- (d) not to remove any identification mark affixed to the Equipment showing that it is the property of the Company or other third-party supplier of such equipment.

**B5.13** The Customer shall be responsible for the repair and maintenance of any CPE used in order to obtain or use the Service.

**B5.14** The Customer shall ensure that:

- (a) a 3-pin standard UK plug socket is available for each piece of required electronic equipment supporting the service(s) provided. Typically, this will be one socket for each Carrier NTE, and one for each router (or CPE) supplied by the Company to support the Service. In addition, additional power sockets may be required as directed following initial Site Survey, depending upon the solution(s) purchased; and
- (b) enough rack space exists, where the Customer expects the Carrier NTE and the CPE to be positioned within a data rack (standard UK 19inch width), and that there is at least 3U of available space (or 5.25 inches of rack height) per single leased line or ethernet circuit.

**B5.15** For the avoidance of doubt, the Customer warrants that:

- (a) it is the current occupier of the property where the Service is to terminate; and
- (b) it is either the freeholder of the property where the Service is to terminate or is a tenant of it under a lease expiring not before the expiry of the Minimum Term and any subsequent period of 12 months for which the Agreement is renewed in accordance with the provisions of clause 8.

## **B6. UPGRADES AND SHIFTS**

**B6.1** The bandwidth of an individual Ethernet circuit (a "Circuit") cannot be downgraded to a bandwidth which is below the Circuit bandwidth that was initially provisioned for that particular Circuit. For the avoidance of doubt, Circuit



bandwidths can be upgraded at any time during the Agreement, subject to the payment of revised Charges as notified to you by us from time to time.

B6.2 Once a Circuit's bandwidth is upgraded, the new Circuit bandwidth will be subject to a new Minimum Term and any revised Charges will apply for that Circuit from the date upon which it is upgraded.

B6.3 Site Access bandwidths can be upgraded. Where the existing Site Access bandwidth is within the Minimum Term, upgrades will be permitted providing that new Charges and a new Minimum Term will apply for the upgrade.

B6.4 If an external shift is possible, where the existing Site Access is within its existing Minimum Term, an external shift will be permitted provided that a new Minimum Term is agreed. If a shift is not possible, a new Site Access will need to be ordered into the new Site.

## **B7. SERVICE PERIOD**

B7.1 The following Leased Line Services shall be provided for the Minimum Term from the Activation Date:

- (a) Access
- (b) Ethernet
- (c) Private Line

B7.2 The Minimum Term will commence from the Activation Date. Expiration, renewal and termination will be in accordance with clauses 8.3, 8.4 and 8.5 of this Agreement.