

Leased Lines Specific Terms and Conditions

1 DEFINITIONS

These Leased Lines Specific Terms and Conditions of Supply are to be read in conjunction with our General Terms and Conditions of Supply.

All definitions contained within these Leased Lines Specific Terms and Conditions have the same meaning as those set out in the General Terms and Conditions of Supply unless specified below:

“Access” means a copper or fibre optic internet and/or data connection which is provided via a dedicated link and used exclusively by you for the purposes of data transmission;

“Activation Date” means the date upon which we confirm to you that the Leased Line Service is available for use;

“Assurance Backup” means a secondary connection which facilitates the remote management and monitoring of the CPE and which can be used as a limited failover service in the event of a failure of the Leased Line Service;

“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 Comms Connect to its customers;

“Customer Order Form” means the order form for the supply by Comms Connect of the Equipment and/or Services which has been completed by, or in accordance with an order from, you;

“CPE (Customer Premises Equipment)” means the equipment located at your premises and which is connected with Comms Connect’s leased line, Ethernet or private line circuit/service;

“EFM” means Ethernet in the First Mile which is an internet connection provided over copper;

“Ethernet” means the technology used to deliver a Leased Line;

“Leased Line” means a copper or fibre optic internet and/or data connection provided and managed in such a way so as to provide guarantees about data throughput and performance;

“Leased Line Services(s)” or “Service” means the provision of one of the following Leased Lines (i)Access, (ii)Ethernet, (iii) Private Line Service, (iv) EFM or (v) EoFTTC as specified on the Customer Order Form;

“Installation Service” means the onsite installation service offered by Comms Connect as specified on the Customer Order Form and in accordance with the provisions of clause 11;

“Minimum Cancellation Notice Period” means 90 working days (to expire on or after the Minimum Service Period), unless otherwise stated in the Customer Order Form;

“Minimum Service Period” means the greater of 12 months or the period set out in the Customer Order Form;

“EoFTTC Ethernet” means an internet connection provided using the technologies of FTTC (or FTTP where available) circuits to deliver business grade Ethernet services;

“Premium Bandwidth Type” means a high speed internet connection that allows customers to peak to maximum purchased speed under all operating conditions and at all times;

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

“Rental Agreement” means any rental agreement entered into between Comms Connect and you for the rent by you of the Equipment (where specified in the Customer Order Form);

“Service Level Agreement” or **“SLA”** means the service level agreement for the Leased Line Service that describes the service levels to be met by Comms Connect together with the remedies available to you for failure to meet such service levels;

“Standard Bandwidth Type” means where the service is contended at a 5:1 ratio, with a guaranteed customer data rate (CDR) of 20% of the maximum, bursting up to the maximum when network capacity permits. Standard traffic above the CDR will be carried at risk of discard under congestion. For example a 100/100Mb service will provide 20Mbps guaranteed at all times and burst up to 100Mbps when bandwidth is available;

“Telecommunications Circuit” means a circuit that allows the transmission of TCP/IP data;

“Terminating Device” means a router that is used to terminate the Circuit and present connectivity through a single Fast/Gig Ethernet port to the customers network (normally via a firewall);

“Comms Connect” / “we” / “us” means The Cellphone Store Ltd T/a Comms Connect (Company Registration Number 3323451) of 507 Centennial Park, Elstree, WD6 3FG.

2 THE SERVICE

2.1 Comms Connect shall provide the Leased Line Service at the data transfer speed stated on the Customer Order Form, subject to the terms of this Agreement.

2.2 As part of the Leased Line Service, Comms Connect agrees to supply and you agree to purchase (or rent, where the Customer Order Form specifies a Rental Agreement) the Equipment (if any) specified in the Customer Order Form,

2.3 You agree to install the Equipment on (or prior to) the Activation Date. The SLA relating to the Leased Line Service shall not come into effect and Comms Connect shall have no liability for any failure to deliver the Service under these Terms and Conditions or any SLA relating to the Service until the Equipment has been installed and connected to the Telecommunications Circuit by you. Comms Connect reserves the right to recover from you any charges incurred in providing onsite assistance.

2.4 We will configure and deliver to your Site the Equipment to be connected by you to the Telecommunications Circuit at your Site.

2.5 Whilst we will use reasonable endeavours to provide the Services and/or 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 Services and/or Equipment within such timescales.

2.6 Comms Connect shall not be obliged to provide the Leased Line to you unless and until we have received written confirmation, or (if requested in our discretion) evidence that all installation work at your premises is complete.

2.7 You shall be responsible for the Charges from the Activation Date.

2.8 We shall allocate a range of Internet Protocol (IP) addresses for your use for machines on your network for the duration of this Agreement. It will be your responsibility to connect the Equipment to, and to configure your machines on, your own network.

3 REGRADES AND SHIFTS

3.1 The bandwidth of an individual Leased Line circuit (a "Circuit") cannot be downgraded to a bandwidth which is below the Circuit bandwidth that was initially provisioned for that particular Circuit. Circuit bandwidths can be upgraded at any time during the Agreement, subject to the payment of revised Charges as notified to you by Comms Connect from time to time. For the avoidance of doubt, the Site Access bandwidth of an EFM Circuit cannot be downgraded at any time.

3.2 Once a circuit's bandwidth is re-graded, the new Circuit bandwidth will be subject to a minimum term ("Minimum Term") of one (1) month and any revised Charges will apply for that Circuit from the date upon which it is re-graded. For example, where a Circuit bandwidth is re-graded from 4Mb to 6Mb, the Minimum Term at 6Mb is one (1) month; thereafter the Circuit's bandwidth may be re-graded either up or down, provided that the re-graded bandwidth is no lower than the original order of 4Mb.

3.3 Site Access bandwidths can be upgraded. Where the existing Site Access bandwidth is within the Minimum Service Period, upgrades will be permitted providing that new Charges and a new Minimum Service Period will apply for the upgrade. The new Minimum Service Period will have a duration of at least twelve (12) months or until the end of the original Minimum Service Period, whichever is the longer. Where a new Minimum Service Period is agreed in respect of any upgrade, this will supersede the existing terms in relation to the applicable Customer Order Form governing the Site Access bandwidths. For the avoidance of doubt, Site Access bandwidth for EFM Circuits can be upgraded, subject to the addition of extra copper pairs.

3.4 If an external shift is possible, where the existing Site Access is within its existing Minimum Service Period, an external shift will be permitted provided that a new Minimum Service Period is agreed with a duration of at least twelve (12) months or until the end of the existing Minimum Service Period, whichever is the later. Where a new Minimum Service Period is agreed in respect of any upgrade, this will supersede the existing terms in relation to the applicable Customer Order Form governing the Site Access bandwidths. If a shift is not possible, a new Site Access will need to be ordered into the new Site.

4 SERVICE PERIOD

4.1 Unless otherwise terminated or suspended in accordance with this Agreement the following Leased Lines Services shall be provided for the Minimum Service Period from the date of activation:

4.1.1 Access;

4.1.2 Ethernet;

4.1.3 Private Line;

4.1.4 EFM;

4.1.5 NCA Ethernet;

4.2 On expiry of the Minimum Service Period, the Services will, unless terminated on or before the date of such expiry, automatically renew until terminated pursuant to this Agreement or until a new contract term is agreed between Comms Connect and you, whichever is the latter.

5 PROVISION OF SERVICE

5.1 We may be required to carry out additional construction work prior to or during installation of a Telecommunication Circuit (for example because fibre or copper is not present, or buildings entries are required and/or additional equipment is needed). You may be subject to additional charges for such work as per clause 7.1 below.

5.2 Comms Connect may monitor the Leased Line Service 24 hours a day, 7 days a week, 365 days a year. Relevant details of this activity are set out in the applicable Service Level Agreement.

6 ASSURANCE BACKUP

6.1 A suitable secondary connection is available as part of the Leased Line Service.

6.2 For the purposes of the clause, a “suitable secondary connection” means:

6.2.1 an available Broadband service is already in existence at your premises; or

6.2.2 the number of an available PSTN line on which we can install Assurance Backup service at your premises; or

6.2.3 such other secondary connection as may be agreed by us from time to time. In the event that you do not have a suitable secondary connection or Assurance Backup in place and operational either at the time of Activation of the Leased Line Service or at any time during the term of this Agreement any claim for Service Credits is subject to the table in Appendix 1 of the Service Level Agreement.

6.3 For the avoidance of doubt, where you have purchased a Private Line Service, a suitable secondary connection applies to both end of the Private Line Circuit.

6.4 Assurance Backup shall be provided for the purposes of failover of the Leased Line Services only and you are not permitted to make use of the Assurance Backup as a primary circuit or for any other purpose. For the avoidance of doubt, Assurance Backup is not intended to provide an equivalent service to the Leased Line Service.

7 INSTALLATION OF ASSURANCE BACKUP

7.1 For the purposes of this clause, the Network Termination Point (or “NTP”) means the end point of the network cable located either at:

7.1.1 the point at which the network cable arrives on the exterior of the Premises (but no higher than 1.5m above ground level); or

7.1.2 within 3m of the entry of the network cable into the Premises, or the first reasonably available point on the network cable up to a maximum duration of one hour’s work from the time the engineer commences work on arrival at the Premises (provided that the one hour’s work will only be undertaken to the extent necessary for engineering or safety reasons).

7.2 The one hours work on site referred to in clause 7.1.2 relates only to the wiring at the Premises, not any work carried out off site.

7.3 The Network Termination Point will be a single or multi-line internal NTE.

7.4 The internal NTE will be located on a wall within 3m of the entry point into the Premises as measured horizontally along the entry wall or any adjacent wall. Wiring will be surface run along skirting boards. For avoidance of doubt, the 3m will not cover service to a point 3m radially from entry.

7.5 Subject always to the restrictions set out in this clause 7, the engineer will fit the NTP as close as possible to where you require it to be sited. If this is not sufficient for your needs, you have the option to request a further visit from an engineer, via Customer Services, to fit extension wiring (at additional cost to you) or you may make your own arrangements with another supplier or use wireless technology.

7.6 You will be responsible for any internal wiring beyond the NTP. However, if an engineer is called to repair a fault which is beyond the NTP, the engineer will, where reasonably possible, at the time of repairing the wiring “regularise” the wiring to move the NTP to within the new demarcation point. This will not apply if the wiring has been routed within walls (for instance a previous new development). Additionally, re arrangement of wiring will only take place if it can be done as part of the normal appointment timescales. For instance, a line with excess internal wiring will be repaired by including an NTP at the correct location, and reconnecting the existing wiring and NTE.

8 CONDITIONS OF USE

8.1 You agree that you will be responsible for all use of the Leased Line Services and (unless, we have agreed to supply it as part of the Equipment) for providing anything necessary for you to use the Leased Line Services and which is in addition to any Equipment or service provided by Comms Connect pursuant to this Agreement.

8.2 Broadband Backup speeds are not guaranteed and are subject to availability, according to BT’s advertised coverage of exchanges in the UK. Where Broadband is not available, a recommended alternative will be provided

8.3 With regard to service monitoring of Private Line circuits, the PSTN line for service monitoring is subject to availability, according to BT's advertised coverage of exchanges in the UK. Where service monitoring is not available, a recommended alternative will be provided.

8.4 You agree that we may, from time to time, suspend and/or change your pass phrase (at our discretion if we reasonably believe that such a step is in the interests of security).

8.5 Any managed hardware, and/or routers, which you purchase from us, will be tested by us and configured to meet your basic network and Internet specifications. In the event that you wish to make alterations to configuration of such Equipment, you agree to contact Comms Connect to request such changes. Upon confirmation of authorisation, Comms Connect will make such changes.

8.6 Any fault with the Services and/or the Equipment, which you detect must be reported to us as soon as possible.

9 CHARGES

9.1 You agree to pay for any and all charges in relation to any additional work for installation of; (a) an Access Circuit, (b) an Ethernet Circuit, (c) an EFM Circuit (d) EoFTTC Ethernet or (e) the Assurance Backup. However, prior to incurring such costs, you will be presented with a revised quotation and given the option to proceed or not with the installation work. If you elect not to proceed with the installation of an individual circuit pursuant to this paragraph no costs will be incurred by you in relation to that individual circuit, however, such cancellation shall not cancel any other circuits that you have ordered from Comms Connect, or discharge your obligation to pay the charges for such circuits, whether or not such orders have been fulfilled.

9.2 Your Service may also be subject to additional charges. These charges are listed below, but you will be notified of the exact amount of the charge in the event that such a charge becomes payable. All additional charges are payable in advance.

9.3 Abortive Visit Charges We reserve the right to raise an 'Abortive Visit Charge' of £90 ex VAT if an appointment is agreed for work at your Premises and the engineer arrives within the appointment slot but is unable to carry out the work at, or gain access to, your premises. This may be because entry to your premises is refused or no access can be gained or where the person who placed the order or their representative is not available to provide detailed work instruction (i.e. socket location).

9.4 An abortive Visit Charge will also be imposed when:

9.4.1 order cancellation charges are not applicable but appointments are cancelled or delayed after the contractual cancellation window; or

9.4.2 an escort is not available. This is because Engineers cannot enter premises unescorted or with a person under the age of 18.

9.5 Excess Construction Charges, we may be required to carry out additional construction work prior to or during installation of your Service (for example, additional infrastructure may be needed to provide a new or an extended service at your Premises). Excess Construction Charges will be due and payable in addition to our standard Connection charges.

9.6 When Excess Construction is required, a survey will be carried out and charges will be individually assessed. These charges are in addition to the standard connection charges which apply for your Service.

9.7 You agree to pay for any and all charges in relation to any additional work for installation of the Service including the cost of any additional equipment. However, prior to incurring such costs, you will be presented with a revised quotation and given the option to proceed or not with the installation work. If you elect not to proceed with the installation of an individual Service pursuant to this paragraph no costs will be incurred by you in relation to that individual Service, however, such cancellation shall not cancel any other Services that you have ordered from Comms Connect, or discharge your obligation to pay the Charges for such Services, whether or not such order have been fulfilled.

9.8 Cancellation Charges:

9.8.1 cancellation charges will be charged in the event that an order is cancelled for any reason other than Excess Construction Charges (ECC) and will be calculated as follows;

9.8.1.1 cancellations requested after the order confirmation and prior to ECC notification will be charged at 10% of the 1 year rental cost;

9.8.1.2 cancellations requested after ECC notification and prior to the Contractual Delivery Date will be charge at 50% of the 1 year rental cost; and

9.8.1.3 cancellations requested after the issue of a Contractual Delivery Date will be charged at 100% of the 1 year rental cost.

9.9 NTE5 Shift the following charges shall be payable in the event that the NTE5 is to be moved:

9.9.1 if done whilst an engineer is already on site £65 exc VAT (includes 1 hour);

9.9.2 if a dedicated visit is required £130 exc VAT (includes 1 hour); and/or

9.9.3 additional hour's £65 exc VAT Per hour.

10 ANNUAL PRICE INCREASE (CPI)

10.1 Comms Connect: (a) will, in April of each year, apply an increase to all or any Charges by a percentage equal to: the UK Consumer Price Index ("CPI") rate published by the Office for National Statistics (or any other body to which the functions of that office may be transferred) in January of that year ("CPI Rate"); and an additional 3.9% of all or any Charges on top of the CPI Rate, in the event that the CPI Rate is negative, this shall be ignored and the additional 3.9% shall still apply. If the CPI Rate is not published for the given month, Comms Connect may use a substituted index or index figures published by that office for that month; and (b) may change this Agreement (including changing or introducing new Charges or changing or withdrawing Services): where required to comply with Applicable Law or regulation; due to a change in Comms Connect or a Third Party Provider's charges, outpayments, operations or services; or where Comms Connect reasonably determines the change is needed to maintain or improve quality of the Service.

11 TERMINATION

11.1 Once the Leased Line Service has been activated and is available for you to use, you may only end this Agreement by notice equal to the Minimum Cancellation Notice Period (which shall only expire on or after the Minimum Service Period).

11.2 Termination before the activation date of the service as specified by Comms Connect may be subject to any charges incurred by Comms Connect and Comms Connect reserves the right to recover from you any charges incurred.

12 INSTALLATION SERVICE

12.1 The following terms shall apply where you have opted for Comms Connect's Installation Service.

12.2 An engineer will visit your premises to connect the CPE to the Leased Line Circuit. We shall use our reasonable endeavours to ensure that the Leased Line circuit is in a working state prior to leaving your premises, however, in the event that we are able to connect the CPE but we are unable to sign off the Circuit due to a carrier fault, we will contact you once the fault has been resolved to confirm whether or not the Circuit is operational. You will not be liable for the Charges until the Circuit is confirmed as operational.

12.3 We will perform the following router installation tasks, unless otherwise agreed between us. For the avoidance of doubt, the Access router(s) will, by default be configured to act as a Terminating Device only. Any specific routing policies e.g. Access Control Lists, must be raised at the design stage or during the completion of the scope of works, otherwise, any changes may necessitate a re-design and delay the installation due to testing and bespoke development.

12.4 Before any work is undertaken pre-installation checks must be completed to avoid any unnecessary delay or costs. Comms Connect reserves the right to charge for additional visits due to the installation not being completed as a direct result of either the Scope of Works pre-requisites not being met and/or any pre configuration forms not being completed correctly or on time. The pre installation checks shall be undertaken by you at least 5 days in advance of the Installation Services being performed. Assistance will be provided by a qualified Comms Connect engineer at no cost.

12.5 For the avoidance of doubt, the Installation Services cannot take place until we receive a signed copy of the Scope of Works and confirmation that the following pre- requisites have been met:

12.5.1 a 240V power socket is required for each individual router as well as any resilience unit's i.e. High Availability pairs;

12.5.2 we will require either an UTP/RJ45 connection to connect the router to your network;

12.5.3 the router can only be connected to a UTP based network; it may be necessary to supply an additional 4-port UTP/BNC hub (charged separately). If a hub is required an additional 240V power socket will be required;

12.5.4 the network connection should preferably be within 2 meters of the proposed installation of the Access router however a maximum of 10m can be accepted;

12.5.5 a free local TCP/IP address is required for both the Router and any subsequent appliances;

12.5.6 an indication of any other devices, firewalls, switches, servers etc that may cause communication issues between the router and the network must be clearly identified and a network diagram provided where possible;

12.5.7 all security, access and change control processes to be actioned prior to the visit; and **11.5.8** named contact with suitable access rights is to be provided by you to us.

12.6 The Charges for the installation Service are subject to the following assumptions:

12.6.1 the site at which the Installation Service will be performed has no redundant hardware onsite to decommission, remove from site and/or dispose of;

12.6.2 the site at which the Installation Service will be performed is within mainland UK in a major town or city and with no impediment to road travel;

12.6.3 the installation Service shall take a maximum of 2 hours (commencing from the time of the scheduled appointment, regardless of the time that the engineer actually commences the installation); and

12.6.4 that the installation Service shall be performed between the hours of 09:00 to 17:00, Monday to Friday excluding public holidays

12.7 Where the assumptions set out at clause 10.6 above are not met, we reserve the right to increase the Charges payable for the Installation Services.

12.8 Upon completion of the Installation Service a Project Signoff Certificate shall be issued by Comms Connect for signature by both parties. Once signed by both parties, this document shall certify that the Installation Services have been carried out to your reasonable satisfaction.

12.9 If a Project Sign-Off Certificate is not signed by you, your use of the Installation Services within a live environment for not less than one month shall be deemed to be acceptance by you that the Services have been carried out to your reasonable satisfaction.

12.10 Upon termination of the Installation Services for any reason, all sums due to Comms Connect shall become immediately payable by you without set-off or deduction.

12.11 The following Cancellation Charges shall apply in respect of the Installation Services and shall be payable immediately upon termination;

Cancellation notice received by Comms Connect	Cancellation Charge
5 working days or more notice of cancellation	No Cancellation Charge
< 5 working days notice of cancellation	50% Charge
< 2 working days notice of cancellation	75% Charge

< 1 working days notice of cancellation	100% Charge
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