

**INSPIRED DWELLINGS LIMITED**

Unit 10 & 11, The Old Power Station

121 Mortlake High Street

Barnes

SW14 8SN

United Kingdom

# Leased Line Terms and Conditions



## 1. Definitions and interpretation

These Terms are supplementary to the services agreement under which we provide products and services to you. In addition to the definitions set out in the services agreement the following words and expressions shall mean:

<b>ACCESS</b>	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;
<b>ACTIVATION DATE</b>	the date upon which we confirm to you that the Leased Line Service is available for use;
<b>ASSURANCE BACKUP</b>	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;
<b>CPE</b>	the equipment located at your premises and which is connected with Inspired Dwellings' leased line, Ethernet or private line circuit/service;
<b>EFM</b>	Ethernet in the First Mile which is an internet connection provided over copper;
<b>ETHERNET</b>	the technology used to deliver a Leased Line
<b>LEASED LINE</b>	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 being one of the following (i) Access, (ii) Ethernet, (iii) Private Line Service, (iv) EFM or (v) NGA Ethernet as specified on the Order;
<b>INSTALLATION SERVICE</b>	means the onsite installation service offered by Inspired Dwellings as specified on the Order and in accordance with the provisions of clause 6;
<b>NGA ETHERNET</b>	an internet connection provided using the technologies of FTTC (or FTTP where available) circuits to deliver business grade Ethernet services
<b>PRIVATE LINE</b>	a point-to-point connection which enables data to be transferred between two business premises
<b>TELECOMMUNICATIONS CIRCUIT</b>	a circuit that allows that transmission of TCP/IP data;
<b>TERMINATING DEVICE</b>	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)

## 2. THE SERVICE

- 2.1 We will configure and deliver the equipment but you must install that equipment on (or prior to) the Activation Date. Inspired Dwellings will not be liable for any failure to deliver the Service until the Equipment has been installed and connected to the Telecommunications Circuit by you. We reserve the right to recover from you any charges incurred in providing onsite assistance.
- 2.2 You will be responsible for the Charges from the Activation Date.
- 2.3 We will 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 of that particular Circuit. Circuit bandwidths can be upgraded at anytime during the Agreement, subject to the payment of revised Charges as notified to you by Inspired Dwellings from time to time. The Access bandwidth of an EFM Circuit cannot be downgraded at any time.
- 3.2 Access bandwidths can be upgraded. Where the existing 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.
- 3.3 Access bandwidth for EFM Circuits can be upgraded, subject to the addition of extra copper pairs

## 4. Assurance backup

- 4.1 A suitable secondary connection must be present at the Premises prior to the Leased Line Service being Activated.
- 4.2 If you are unable to provide us with details of a suitable pre-existing secondary connection when you place your order with us, we will place an order for Assurance Backup at the same time we place your order for Leased Line Services.
- 4.3 For the purposes of this clause 4, a "suitable secondary connection" means:
  - a. an available broadband service is already in existence at your premises; or
  - b. an available PSTN line on which we can install Assurance Backup service at your premises; or
  - c. another secondary connection as may be agreed by us from time to time.
- 4.4 If you have purchased a Private Line Service, the requirement to have a suitable secondary connection applies to both ends of the Private Line Circuit.
- 4.5 If you do not have a suitable secondary connection or Assurance Backup in place and operational either at the time of Activation of the Service or at any time during the term of the agreement the applicable service levels and service credits will cease to apply.
- 4.6 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. Assurance Backup is not intended to provide an equivalent service to the Leased Line Service.
- 4.7 Broadband Backup speeds are not guaranteed and are subject to availability, according to OpenReach's advertised coverage of exchanges in the UK.

## 5. Installation of assurance backup

- 5.1 The Service is from the OpenReach exchange (or any network telephony equipment which provides the same function) to the Network Termination Equipment (NTE) at your premises.
- 5.2 External NTEs will be placed no higher than 1.5m above ground level, and any internal NTE will not be placed higher than 1.5m above floor level in the room in which it is sited.
- 5.3 The internal NTE will be located on a wall, shelf or rack within 3m of the entry point into the Premises as measured horizontally along the entry wall or any adjacent wall.
- 5.4 The engineer will fit the NTE as close as possible to where you require it to be sited and provided this does not involve more than 1 hours work. 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
- 5.5 You are responsible for any internal wiring beyond the NTE.

## 6. Installation service

- 6.1 The following terms shall apply where you have opted for Inspired Dwellings' Installation Service.
- 6.2 An OpenReach engineer will visit your premises alongside an Inspired Dwellings engineer to connect the CPE to the Leased Line Circuit. We will endeavour to ensure that the Leased Line circuit is in a working state prior to leaving your premises, however, if at 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.
- 6.3 We will perform the router installation tasks set out below, unless otherwise agreed between us. 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. The installation tasks will include:
  - a. the installation and configuration of the proposed router appliance(s);
  - b. configuration of the router by default to act as a terminating device to the Leased Line;
  - c. any bespoke requests accepted and agreed by us on a project by project basis;
  - d. the backup and storage of a copy of the OS configuration at the time of installation sign off;
  - e. the performance of operational and performance tests;
  - f. where appropriate, the setup of additional resilience i.e. high availability if ordered and if possible test failover;
  - g. any bespoke technical development required to verify a given configuration before implementation; and
  - h. any firewall configuration if ordered as part of the same solution or order.
- 6.4 Before any work is undertaken pre-installation checks must be completed to avoid any unnecessary delay or costs. Inspired Dwellings 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 prerequisites not being met and/or any pre configuration forms not being completed correctly or on time.
- 6.5 The pre-installation checks must be undertaken and the prerequisites set out in the Scope of Work must be confirmed by you at least 5 days in advance of the Installation Services being performed. Assistance will be provided by a qualified Inspired Dwellings engineer at cost.

- 6.6 The Charges for the Installation Service are subject to the following assumptions:
- the site at which the Installation Service will be performed has no redundant hardware onsite to decommission, remove from site and/or dispose of;
  - 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;
  - 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
  - the Installation Service shall be performed between the hours of 09:00 to 17:00, Monday to Friday excluding public holidays.
- 6.7 Where the assumptions set out above are not met, we may increase the Charges payable for the Installation Services.
- 6.8 If you use the installed services in a live environment the installed services will be deemed to be accepted by you.

## 7. Cancelling a service

Ethernet services are provided with a minimum contractual term of between one and three years. You can arrange for a service to be cancelled, giving 30 working days' notice. Cancellations will only be accepted from a named contact on the account the service is being invoiced to. Once a cancellation request has been received, we will confirm receipt and advise you of any outstanding charges.

If you request a service to be cancelled which is still within the contractual term, you will be invoiced for the remainder of the contract at the point of termination. Upon receipt of any outstanding charges, the service will be cancelled effective from the date of the cancellation notice.

### 7.1 EoFTTC Cancellation Charges for orders in flight

Cancellation of EoFTTC orders in-flight will incur the following charges, whichever is of greatest value, in addition to any Abortive Visit Charges and Excess Construction Charges, which have already been accepted;

### 7.2 EFM Cancellation Charges for orders in flight

Cancellation of EFM orders in-flight will incur the following charges, whichever is of greatest value,

Working days before Contractual Delivery Date	Charge Applicable	
	Fixed	% of Installation fee
6 or less	£270	90%
7 > 10	£225	75%
11 > 12	£180	60%
13 > 15	£90	30%
16 or more	£0	0%

in addition to any Abortive Visit Charges and Excess Construction Charges, which have already been accepted;

Working days before Contractual Delivery Date	Charge Applicable	
	Fixed	% of Installation fee
6 or less	£1,890	90%
7 > 10	£1,575	75%
11 > 12	£1,260	60%
13 > 15	£630	30%
16 or more	£0	0%

**7.3 Fibre Ethernet Cancellation Charges for orders in flight**

Cancellation of Fibre Ethernet orders in-flight will incur the following charges, whichever is of greatest value, in addition to any Abortive Visit Charges and Excess Construction Charges, which have already been accepted;

Working days before Contractual Delivery Date	Charge Applicable	
	Fixed	% of Installation fee
Before the survey (prior to ECC's being identified)	£0	0%
Post-survey – and after any ECC's have been accepted but prior to the Customer Delivery Date.	£1,050	50%
After Customer Delivery Date has been provided	£2,100	100%
After order fulfilment & in contractual period	Remainder of contract payable in full	n/a