



kinex Broadband Service Schedule for business

Words defined in this schedule have the same meaning as in the Contract unless otherwise stated.

1. Service description

Service overview

- 1.1 The Service provides network access in the United Kingdom to the internet for business purposes.
- 1.2 Where we supply Equipment to you under the Contract:
 1. risk passes and acceptance takes place at the time of delivery;
 2. where you pay us for Equipment in advance of delivery of the Equipment at your own cost to you, title passes on delivery;
 3. if 2. does not apply, if you or we terminate the Contract, you must return the Equipment at your own cost and/or pay Charges as set out in the Charges Schedule;
 4. you agree not to sell, charge, assign, transfer or dispose of or part with possession of or encumber the Equipment in any way;
 5. we reserve the right to substitute or discontinue Equipment;
 6. you must follow any user instructions provided by us with the Equipment.

Service Start Date

- 1.3 Before we can provide the Service, we need to successfully complete some service tests. These include line tests and exchange availability checks. If these tests reveal that we cannot provide the Service to you, we will tell you as soon as possible and our Contract for the Service will be cancelled immediately without any liability on your part or our part. Where we can provide the Service, the Service Start Date is, in the case of non-fibre based Broadband Service, the date we tell you the Broadband Service has been activated and for fibre based Broadband Service, it is the date on which we complete the installation of the Broadband Service.

Minimum period

- 1.4 The Service will have a Minimum Period of 1, 2 or 3 years as stated on the Front Sheet.

2. Faults in the Service/equipment

Faults in the Service

- 2.1 If you experience a fault with the Service, please call our Customer Service number Monday – Friday 8am to 6pm to report the fault.
- 2.2 You agree to supply us with all necessary data to prove the existence of a fault and to help us to identify the cause and condition of the fault, including completing any equipment checks we may request.
- 2.3 You must be available to provide access to the affected site premises where we need to send an engineer to fix the fault, at the time of the scheduled engineer appointment.
- 2.4 We may apply a charge in accordance with the Charges Schedule or, if none is stated, based on our reasonable costs (the “Engineer Charge”), if:
 1. we work outside the hours stated in the Contract; or
 2. we find there is no fault; or
 3. we find you or the Customer Equipment has caused the fault; or
 4. the Equipment has not been kept, used or maintained in accordance with paragraph 2.7 below; or
 5. you do not allow access as per paragraph 2.3 above or fail to attend the scheduled engineer appointment.
- 2.5 The Engineer Charge will not apply in the circumstances outlined in paragraphs 2.4.1, 2.4.2 or 2.4.3 where (i) Line Assurance is applied to the Service during the month the engineer appointment takes place and (ii) all equipment checks required under paragraph 2.2 have been completed prior to the engineer appointment being scheduled.
- 2.6 We shall not be liable when a fault is caused by the following:
 1. loss of our Broadband Service resulting from scheduled maintenance that may affect service availability. We or our third-party providers may perform essential maintenance on the network and this may affect service availability.
 2. a malicious act or otherwise of either you or another user of our Service that is in breach of our Acceptable Use Policy (AUP), Service Schedule or Conditions.
 3. misuse of or interference with our Service which is beyond our control.
 4. data transmission originating from Customer Equipment.
 5. your own equipment or your negligence or breach of Contract in such cases we may recover from you all our reasonable costs.

Faults in the Equipment

- 2.7 If you tell us about a fault in the Equipment which is due to faulty design, manufacture or materials we will replace or repair (at our option) the Equipment or the faulty part free of charge provided that:

1. the Equipment has been properly kept, used and maintained in accordance with the manufacturer's or our instructions, if any, and has not been modified except with our written consent; or
2. the fault is not due to accidental or wilful damage; interference with or maintenance of the Equipment by anyone other than us or our third-party supplier; or
3. the Equipment has not been tampered with so as to invalidate the guarantee.

2.8 Paragraph 2.7 does not cover fair wear and tear.

2.9 Where you install the Equipment, you will normally be required to return faulty Equipment to us unless we agree otherwise in writing.

2.10 If you report a fault and we find there is none or the fault falls outside paragraphs 2.7 and 2.8 above, we may charge you as set out in the Charges Schedule.

3. Your responsibilities and our responsibilities

General

- 3.1 Depending on the Service you have selected, you may need a phone line. This phone line may be provided by us directly or by another provider of your telephone services. You must be the account holder or have the written authority from the account holder to use the phone line for the Service.
- 3.2 Where you have selected our Cloud Voice Service, we will transfer the number stated on the Contract. This will be done after the installation of the Broadband Service. Where it is not possible for us to transfer your existing number and you do not wish to receive a new number, the contract will be cancelled without penalty and the Broadband Service will be ceased. You will be required to pay us for any Services we have provided up to the point of termination.
- 3.3 You must provide a suitable location (including adequate ventilation) at the site for any Equipment and any equipment you provide.

4. Charges

General

4.1 We will charge you and you will pay us for the Services in accordance with the Conditions.

Excess construction charges

- 4.2 If we decide that additional infrastructure is required to enable you to receive the Service, including, for example, the installation of a new or first line, we will tell you by notice in writing what the Charges will be.
- 4.3 You will have 28 days from the date of our notice to accept the Charges. We reserve the right to take payment for some or all of the Charges in advance. If you do not accept the Charges we will cancel your order without liability to either you or us.
- 4.4 If you accept the Charges, but subsequently cancel the order before we start providing the Service, you will have to pay us for any work completed or committed to.

Abortive visit charge

4.5 We reserve the right to raise an abortive visit charge as set out in the Charges Schedule where:-

1. An engineer attends an incorrect address you have provided.
2. An engineer arrives to carry out the installation at the address you have provided, but either you no longer require the installation or, having previously chosen to be present at the time of installation, do not attend.
3. Entry is refused at the site, or no access can be gained at the time you and we have agreed.
4. We are delayed in our installation activities because you fail to make Equipment that we have dispatched to you for installation purposes available at the site.
5. If the engineer attends on site and finds that the location and/or environment provided by you for the Equipment and/or your equipment is not suitable.
6. If you give us less than 24 hours' notice of an amendment to, or cancellation of, your order.

Usage charges

4.6 If your Service includes a monthly usage allowance then the allowance expires at the end of each calendar month and cannot be transferred to a subsequent month if unused. If you exceed your allowance, we will charge you for your extra usage as set out in the Charges Schedule or upgrade you on request to another service option.

5. Additional Conditions

Temporary loss of service

5.1 During activation of the Service, you may experience a temporary loss in your telephone service because your existing connection needs to be replaced to allow it to access the Service.

Business Fibre Broadband

- 5.2 When you place the order we may need to make an appointment with you for installation and configuration of the Service at the site. Appointments are available between 08:00 and 18:00 on working days. Voice wiring may be installed at the same time if you and we agree.
- 5.3 We may need to request a permit under the Traffic Management Act 2004 (TMA) to provide the Service. If you miss or change your appointment date(s) and we cannot complete provision of the Service within the period of the TMA permit, you will have to pay us for any additional TMA permit charges.
- 5.4 Further to clause 3.2 of the Conditions, you will obtain at your cost any permission needed for us to put any Equipment on the site, e.g. landlord consent and/or any necessary planning consent. In addition to the indemnity set out in paragraph 5.12, you will be liable to reimburse us for any other costs we may incur as a result of your failure to obtain necessary permissions.
- 5.5 You must provide us with access at the time that you and we agree for the appointment.
- 5.6 Prior to the appointment date we may send Equipment to you that we need for connecting to the Service as part of our installation activities.
- 5.7 If you choose to connect your own equipment to fibre broadband, instead of the router we offer, we cannot offer any support to set up your fibre broadband and you will need to contact your router provider for support. As some routers can be locked to a specific provider and there can be other issues with the compatibility of other routers we strongly recommend that you use one of our routers where we can provide full support.

Return of equipment

- 5.8 You will return any Equipment to us if the Contract is terminated in accordance with the Conditions or if the Equipment is faulty and we request you to do so.
- 5.9 If we send you prepaid postage packaging for the return of Equipment you must return the Equipment to us in that packaging within 14 days of receipt of the packaging otherwise we may charge you (1) for the Equipment as set out in the Charges Schedule (2) postal charges for both initial dispatch and the prepaid return package and (3) a reasonable administration charge.

Network management

- 5.10 We may, on occasion, take action to manage network performance during periods where there is high demand which may include line speed reductions, application and protocol management.

Static IP addresses

- 5.11 If you choose to opt for static IP or a range of static IP addresses provided by us:
1. we are not responsible for providing any technical or other support to your Local Area Network;
 2. you can only use the IP addresses allocated to you in connection with the service. You will not gain any ownership rights in those IP addresses and must not sell them or agree to transfer them to anyone else or try to do so.
 3. if the Contract is terminated for any reason the IP addresses revert to us.

Indemnity

- 5.12 You will indemnify us against any claims that are brought or threatened against us by a third party because you have failed to obtain necessary permissions as required by paragraph 5.4.

Resale

- 5.13 The service is provided solely for your own use and you will not resell or attempt to resell either (or any part or facility of it) to anyone else.

Premise moves

- 5.14 You will be required to pay our reasonable charges in connection with any move you may make to new premises. Please contact Customer Service for further information.
- 5.15 We will not be responsible for any loss of Service during any move you may make.

Broadband speed

- 5.16 Where we provide you with our Unlimited or Absolute Fibre Broadband, we will try to provide the Service at the estimated speeds indicated on the Front Sheet but the speed will depend on factors such as the quality of your line and how far you are from your local exchange.
- 5.17 Where we provide you with Ultrafast Fibre Broadband, we will provide you with the speed requested on the Contract. If we are unable to provide the speed requested, you will be provided with the fastest speed available and charged as set out in the Charges Schedule.

Fair use policy

- 5.18 We operate a fair use policy. If you take our Unlimited Broadband or fibre broadband Service, you will incur no additional charge or suspension of service as a consequence of exceeding any usage threshold on your broadband or fibre service. If we believe that your use of the service is adversely affecting the network (or any part of it) or other customers, then we may moderately regulate your usage.