

onecom

Broadband Priority Service Terms

1. General

These Broadband Priority Service Terms should be read in conjunction with all other terms of the Contract.

2. Definitions and Interpretation

2.1 Terms defined elsewhere in the Contract shall have the same meaning in these Broadband Priority Service Terms. The following definitions shall also apply.

Broadband Priority	As applicable: (i) Priority Core; (ii) Priority Plus; and/or (iii) Priority Premium, as each is described in clause 3
Broadband Service	A broadband service provided to the Customer by Onecom
Downtime Compensation	Compensation payable to the Customer as described in clause 7
Fault	A reported failure of the Broadband Service
Infrastructure Provider	A third-party network infrastructure provider used by Onecom to deliver the Broadband Service, including but not limited to BT Openreach and CityFibre
Internal Fault	A Fault identified as being within the Customer's premises, including wiring or hardware issues beyond the point at which the Infrastructure Provider's network terminates at the premises
Master Socket	The main termination point at which the Infrastructure Provider's network connects to the Customer's premises
Missed Appointment	An engineer visit where the engineer is unable to access the premises and the appointment cannot be completed
NTE	Network Terminating Equipment provided by the Infrastructure Provider to provide the telephone or broadband service
Remote Access	Remote support access technology used by Onecom to diagnose and resolve network issues within the Customer's premises
Router	The customer-premises equipment provided or approved by Onecom to deliver the Broadband Service
SLA	The Service Level Agreement for Fault resolution as set out in Onecom's terms and conditions or as otherwise agreed in writing
Supported Router	A router model approved by Onecom as compatible with the relevant Broadband Priority features, as advised to the Customer from time to time
Total Loss of Service	A total loss of functionality of the Broadband Service as described in clause 7

2.2 The rules of interpretation set out in the General Terms apply to these Broadband Priority Service Terms.

3. Broadband Priority — Product Tiers

3.1 Broadband Priority is a tiered service designed to protect business customers from unexpected costs and downtime arising from broadband Faults. The three tiers and their included features are set out below. Charges apply on a per-service basis and are as set out in Onecom's Price Guide.

Feature	Priority Core	Priority Plus	Priority Premium
Missed Engineer Cover	✓	✓	✓
Technical Fault Charge Protection	✓	✓	✓
Enhanced Downtime Compensation (£8.60/day beyond SLA)	–	✓	✓
Remote Access Support	–	✓	✓
Next Business Day Router Swap*	–	✓	✓
Proactive Router Monitoring & Fault Detection**	–	–	✓

* Next Business Day Router Swap is available when a Fault is identified before 2:00 pm on a Business Day.

** Proactive Router Monitoring requires a Supported Router as advised by Onecom.

3.2 Priority Core

Priority Core is the foundational tier of Broadband Priority and includes the following:

- Missed Engineer Cover: Onecom will cover the cost of one engineer visit per incident where the engineer is unable to access the premises and the appointment cannot be completed (a Missed Appointment).
- Technical Fault Charge Protection: Onecom will cover the cost of engineer visit charges where the Fault is found to be located within the Customer's premises (an Internal Fault), including charges relating to internal wiring or equipment, and where no Fault is found to be attributable to the Infrastructure Provider's network. This includes charges for a No Fault Found outcome.

3.3 Priority Plus

Priority Plus includes everything in the Priority Core tier, plus the following additional services:

- Downtime Compensation: as set out in clause 7.
- Remote Access Support: as set out in clause 9.

- Next Business Day Router Swap: as set out in clause 8.

3.4 **Priority Premium**

Priority Premium includes everything in the Priority Plus tier, plus the following additional service:

- Proactive Router Monitoring and Fault Detection: as set out in clause 10.

3.5 **Commencement of Coverage**

The Customer may subscribe to or upgrade their Broadband Priority tier at any time. However, the features and protections of the selected tier (including but not limited to Downtime Compensation and Technical Fault Charge Protection) apply only to Faults reported at least five (5) Business Days after the date the service was taken or upgraded. Any Fault reported prior to the expiry of this five (5) Business Day period will be handled under the terms of the tier (if any) that was active at the time the Fault was first logged.

4. **General Service Provisions**

- 4.1 **Fault Reporting.** The Customer must report a Fault with their Broadband Service by calling 03300 888 999 (or such other number as notified by Onecom from time to time). Where Onecom cannot resolve the Fault remotely, Onecom will arrange for an engineer to attend the Customer's premises at a time agreed with the Customer.
- 4.2 **Best Endeavours.** Onecom will endeavour to restore the Broadband Service as quickly as possible but does not guarantee service restoration or to restore the Broadband Service within any particular timeframe, except where a specific SLA has been agreed in writing with the Customer.
- 4.3 **Cancellation of Engineer Appointments.** An engineer appointment may be cancelled by the Customer no later than 23:59 on the day before the scheduled visit. If the Customer cancels with shorter notice, fails to attend, or otherwise fails to provide access to the engineer at the scheduled time, the visit will count as a used engineer call-out for the purposes of clause 4.4.
- 4.4 **Call-Out Limits.** Cover under clauses 3.2 and 3.3 is limited to a maximum of two (2) covered engineer call-outs per Broadband Service per twelve-month period. Any additional call-outs beyond this limit will be charged at the standard rate as set out in the Price Guide.
- 4.5 **No Service Guarantee.** The Customer acknowledges that Broadband Priority is not a service guarantee and cannot protect against all Faults or service interruptions. Onecom will not be liable for Faults or for any loss arising from service interruption except as expressly set out in these Service Terms.

5. **Exclusions**

- 5.1 Broadband Priority does not cover:
- 5.1.1 damage to, or Faults with, any equipment beyond the point at which the Infrastructure Provider's network terminates at the Customer's premises;
 - 5.1.2 Faults arising from internal wiring not maintained by the Infrastructure Provider, including wiring within the Customer's premises;
 - 5.1.3 damage caused by the Customer to any Infrastructure Provider-maintained infrastructure within or outside of the premises; or
 - 5.1.4 Faults or service interruptions caused by events outside Onecom's or the Infrastructure Provider's reasonable control, including Force Majeure events as defined in the General Terms.

6. Charges

- 6.1 Broadband Priority Charges are applied on a per-Broadband Service basis as set out in the Price Guide.
- 6.2 Charges will be invoiced monthly in accordance with the Contract terms. Onecom reserves the right to update pricing in accordance with the Contract terms.

7. Downtime Compensation (Priority Plus and Priority Premium tiers)

- 7.1 Downtime Compensation is only payable if the following four (4) conditions are satisfied:
 - 7.1.1 a Total Loss of Service occurs impacting all Users meaning that the Customer is unable to access the internet via the Broadband Service; and
 - 7.1.2 the Total Loss of Service is not resolved within two (2) Business Days of the Customer reporting the Fault; and
 - 7.1.3 the Customer holds the Priority Plus or Priority Premium tier service; and
 - 7.1.4 the Fault was reported after the expiry of the five (5) Business Day waiting period set out in clause 3.5 (if applicable).
- 7.2 Where the conditions in clause 7.1 are satisfied, the Customer may claim Downtime Compensation at a rate of £8.60 per Business Day of downtime that extends beyond the two (2) Business Day resolution target set out at clause 7.1, subject to the conditions set out in the remainder of this clause 7. Downtime Compensation is not automatically applied and must be claimed by the Customer in accordance with clause 7.7.
- 7.3 Downtime Compensation is only available in respect of a Total Loss of Service of the Broadband Service. Partial service degradation, reduced speeds, or intermittent connectivity do not constitute a Total Loss of Service, and no Downtime Compensation will be payable.
- 7.4 Downtime Compensation is not payable in any of the following circumstances:
 - 7.4.1 the Fault is intermittent, meaning the Broadband Service cuts in and out rather than being completely unavailable;
 - 7.4.2 the Fault is an Internal Fault;
 - 7.4.3 the repair is delayed because the Customer missed or cancelled a scheduled engineer appointment (provided that Downtime Compensation will resume if the Fault is not resolved at the next engineer visit);
 - 7.4.4 the Customer did not accept the earliest available appointment date offered by Onecom at the time of booking or rebooking;
 - 7.4.5 the Fault is caused by the Customer, by third-party equipment not supplied or approved by Onecom, or by events outside Onecom's or the Infrastructure Provider's reasonable control;
 - 7.4.6 the Customer is in breach of any material term of their Contract.
- 7.5 **Caps on Compensation.**
 - 7.5.1 The maximum number of Business Days for which Downtime Compensation is payable in respect of any single Fault or related period of Total Loss of Service is 60 Business Days. Any Downtime Compensation accrued beyond this cap will not be payable.
 - 7.5.2 The maximum total Downtime Compensation payable per Broadband Service in any 12-month period is capped at a cumulative total of 60 Business Days. This cap applies across all Faults and claims raised in that period. Downtime Compensation will cease to accrue once this annual cumulative cap is reached.

- 7.6 Downtime Compensation will be applied as a credit on the Customer's next invoice following approval of a claim and will not be paid in cash unless expressly agreed in writing by Onecom.
- 7.7 **How to Claim.** To claim Downtime Compensation, the Customer must contact Onecom by calling 03300 888 999. Claims must be submitted within 30 days of the date on which the relevant Fault was resolved. Onecom will not be obliged to pay Downtime Compensation in respect of any claim submitted outside this period.
- 7.8 **Sole Remedy.** Downtime Compensation is the Customer's sole financial remedy for Broadband Service downtime under Broadband Priority and is without prejudice to any other rights the Customer may have.
- 8. Next Business Day Router Swap (Priority Plus and Priority Premium)**
- 8.1 Where a Fault is identified as being caused by the Customer's Router, Onecom will arrange for a replacement Router to be dispatched for next Business Day delivery, provided the Fault is identified and confirmed before 2:00 pm on a Business Day.
- 8.2 The Customer must return the Faulty Router to Onecom within 14 days of receiving the replacement Router, using the returns process notified by Onecom. Failure to return the Faulty Router may result in a charge to the Customer as set out in the Price Guide.
- 8.3 Next Business Day Router Swap is limited to one replacement Router per Broadband Service per twelve-month period unless otherwise agreed in writing with Onecom.
- 9. Remote Access Support (Priority Plus and Priority Premium)**
- 9.1 Onecom will provide remote support for network issues within the Customer's premises using Remote Access. The Customer must grant Remote Access permissions as reasonably requested by Onecom's support team to enable this.
- 9.2 Remote Access Support is subject to availability and is provided on a reasonable endeavours basis. Onecom does not guarantee resolution of all network issues via Remote Access and reserves the right to escalate to an on-site engineer visit where remote resolution is not possible.
- 10. Proactive Router Monitoring and Fault Detection (Priority Premium)**
- 10.1 Onecom will proactively monitor the Customer's Router for Faults and, where a Fault is detected, will initiate the Fault resolution process and notify the Customer. This requires the Customer to have a Supported Router in place, as advised by Onecom from time to time.
- 10.2 Onecom does not guarantee the detection of all Faults or continuous monitoring availability. Onecom will not be liable for any loss arising from a failure to detect or proactively notify a Fault.
- 10.3 The Customer must not take any action that prevents or disrupts Onecom's monitoring capability. Where the Customer changes their Router equipment, it is the Customer's responsibility to confirm with Onecom that the replacement device is a Supported Router.
- 11. Limitation of Liability**
- 11.1 Broadband Priority is not a service guarantee. The Customer acknowledges that Onecom cannot protect against all Faults, service interruptions, or equipment failures and that the products described in these Service Terms provide financial and operational protections only to the extent expressly set out herein.

- 11.2 Onecom's liability under these Broadband Priority Service Terms is limited to the remedies expressly set out in clauses 3–8 and is subject to the liability limitations set out in the General Terms.
- 11.3 Nothing in these Service Terms limits or excludes either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by law.