

ADSL and Fibre Broadband Services Annex

– Section One: Terms and Conditions –

## 1. General

1.1. The terms set out in this Annex form part of our Standard Terms (which are comprised of the Main Body Terms, available at [www.gradwell.com/terms-conditions/](http://www.gradwell.com/terms-conditions/), and all relevant Annexes). The terms in this Annex apply whenever you buy any of our ADSL and Fibre Broadband services providing connectivity to the Internet (collectively “Broadband Services”). Any conflict between the Main Body Terms, the Annexes and/or any other document expressly referred to in the Standard Terms will be determined in accordance with clause 19.8 of the Main Body Terms. **This Annex does not apply to any other type of broadband connectivity service that we sell.**

1.2. All definitions used in the Main Body Terms apply to this Annex.

1.3. Any reference to a “clause” is to a clause of the Main Body Terms. Any reference to a “paragraph” is to a paragraph of this Annex.

1.4. Other definitions that appear only in this Annex have the meanings set out below: • “Activation Date” means the date on which the Broadband Service is activated so it is available for use by you;

- “ADSL Broadband Services” has the meaning given to it in paragraph 1.7(a);
- “ADSL Hardware” has the meaning given to it in paragraph 6.1;
- “Broadband Hardware” means, as appropriate, ADSL Hardware or Fibre Broadband Hardware;
- “Broadband Services” has the meaning given to it in paragraph 1.1;
- “Existing Line” has the meaning given to it in paragraph 2.4;
- “Fibre Broadband Services” has the meaning given to it in paragraph 1.7(b); • “Fibre Broadband Hardware” has the meaning given to it in paragraph 6.2;
- “Incident” means, for customers who have purchased the relevant add-on, a situation during any month where your Broadband Service does not attain the Traffic Prioritisation Assurance; • “mbps” means megabits per second;
- “Phone Line Change” has the meaning given to it in paragraph 4.1; • “Site Contact” has the meaning given to it in paragraph 3.1;
- “Support Team” means the support engineers employed or instructed by Gradwell to provide technical support in relation to the Broadband Service;

- “Support Ticket” means the exchange of a support ticket via email between the Support Team and you, identifiable by a ticket reference number;
- “Traffic Prioritisation Assurance” has the meaning given to it in paragraph 12.7;
- “Warranty Period” has the meaning given to it in paragraph 6.4.

1.5. We may from time to time amend the Standard Terms, Charges or Services in accordance with clause 14. Whenever we make such changes, we will update the Website to reflect this.

1.6. Details of the features and functionality of the different Broadband Services listed in paragraph 1.1, and the different packages in which they are available, are as described on our Website, or in promotional material that we may produce from time to time.

1.7. Our Broadband Services are categorised as follows:

- a) ADSL broadband delivered over a conventional copper telephone line (“ADSL Broadband Services”); and
- b) Fibre broadband which uses a fibre optic cable to provide the connection from the telephone exchange to your nearest Openreach street cabinet and a conventional copper telephone line between the cabinet and your premises (“Fibre Broadband Services”).

1.8. To receive a Broadband Service from us you must do one of the following:

- a) install a new line with us and pay us for the line rental; or
- b) transfer your existing line from your current provider to us and pay us for the line rental; or
- c) keep your existing telephone line with your current provider and continue paying them line rental in connection with the line.

1.9. Further details concerning the use or transfer of an existing line, or the installation of a new one, are provided in paragraph 2.

## **2. Order process for Broadband Services**

2.1. You can enquire about ordering our Broadband Services over the phone by calling our advertised sales number, or by requesting via the Website a call back from one of our sales representatives. Our sales team will discuss with you the Service in more detail and

take information from you to provisionally determine whether you are able to receive the Service.

2.2. If it appears we are able to provide you with the Service, you will be asked to complete and submit an Order Form. On receipt of this, we will carry out a number of checks in accordance with clause 4.6 to determine whether we can provide you with the Service at your premises. We will notify you of the outcome of these checks by either sending you an Order Confirmation, or by explaining that we are unable to provide the Service.

2.3. If we send you an Order Confirmation, it will detail (among other things) when you can expect your Broadband Service to be activated – although this date cannot be guaranteed as it is subject to third party engineer availability and other factors.

### **Use of an existing telephone line**

2.4. You may be able to receive a Broadband Service through a telephone line that is already installed at your premises (an “Existing Line”). If we can make use of an Existing Line, it will avoid the need for a new telephone line to be installed.

2.5. If you have an Existing Line through which you wish to receive a Broadband Service, you must inform us of this when you place your order, and we will ask Openreach to confirm the suitability of the Existing Line. We will then either confirm to you whether your order can proceed using the Existing Line or whether a new line must be installed. If we can use the Existing Line, depending on the circumstances, you can either transfer the Existing Line to us and pay us for the line rental, or continue paying your existing phone line provider. We will explain the options open to you and what is possible after you place your order and you notify us that you would like to make use of an Existing Line.

2.6. If the Existing Line can be used, we will arrange for Openreach to carry out the necessary work to configure and activate the Broadband Service. This is unlikely to require an engineer visit to your premises, but where such a visit becomes necessary, we will arrange one in accordance with paragraph 3. We will inform you by email (and send you a broadband handover document in accordance with clause 15.2.2) once activation has taken place so that the Service is available for use by you and it has been assigned to your Gradwell account. We will then, in accordance with clause 13.1, issue you with the invoices relating to the installation and for your first period of use of the Service. If you are a new customer, this period will be the first month in which you use the Service starting on the Activation Date. If you are an existing customer, your first invoice will cover the period

from the Activation Date until the next monthly anniversary on which you became a Gradwell customer and invoices will be issued on a monthly basis after that.

### **New line installs**

2.7. Where you require a new telephone line through which to receive a Broadband Service, we will arrange for Openreach to send an engineer to install one at your premises in accordance with paragraph 3. New installations for Broadband Services typically take around 5 Working Days after the Order Confirmation has been sent to you, but order times can vary.

2.8. Once Openreach informs us that the installation work has been successfully completed, we will arrange for your Broadband Service to be properly configured and activated. We will inform you by email (and send you a broadband handover document in accordance with clause 15.2.2) once activation has taken place so that the Service is available for use by you and it has been assigned to your Gradwell account. We will then, in accordance with clause 13.1, issue you with the invoices relating to the installation and for your first period of use of the Service. If you are a new customer, this period will be the first month in which you use the Service starting on the Activation Date. If you are an existing customer, your first invoice will cover the period from the Activation Date until the next monthly anniversary on which you became a Gradwell customer and invoices will be issued on a monthly basis after that.

### **3. Fibre Broadband Engineer appointments**

3.1. In each case that an engineer appointment is required, we will try to accommodate your timing requirements for the appointment, but it is ultimately dependent on Openreach's engineer availability and we can give you no guarantee or assurance that the appointment will occur on your chosen date or time. You must provide us with details of two authorised persons (each a "Site Contact") who can grant the Openreach engineer access to the line installation point of the Site during the appointment. At least one of the Site Contacts must be present during the appointment, and they must act in accordance with the engineer's reasonable instructions.

3.2. Where we inform you in advance that an engineer appointment will require Site access, if neither of the Site Contacts is present to give the Openreach engineer that access, and you have not cancelled the appointment by email at least 48 hours in

advance, we will pass on to you at cost the Openreach missed appointment charge (currently £90.00 plus VAT) or another figure that we notify you of in advance.

3.3. You agree to provide all reasonable cooperation and assistance that may be required to get your Broadband Service installed and connected.

#### **4. Phone line changes**

4.1. If, after the Connection Date, you change your phone line provider or request any change to the configuration of your phone line (“Phone Line Change”), we may be unable to continue supplying the Broadband Service to you or your Service may be disconnected and require us to provide you with a new Service. Before requesting any Phone Line Changes, please check with us to see if it will affect your Broadband Service. If we are unable to continue supplying the Broadband Service, or we have to provide you with a new Service as a result of a Phone Line Change, you will remain liable for all Charges associated with any outstanding Minimum Contract Period (set out under clause 15) and you must adhere to all relevant notice periods (also specified in clause 15).

4.2. If your Broadband Service is interrupted by a Phone Line Change, and you would like us to reconnect you (and we are able to do this), we will charge you a reconnection charge of £40.00 on top of all other Charges payable under the Standard Terms.

#### **5. Service transfers**

##### **Transfers to Gradwell**

5.1. To transfer a third party broadband service to us, you must contact us to enquire whether we can support the type of service you wish to transfer. If we believe the transfer can proceed, we will invite you to submit an order form which we will process in accordance with clause 4.6. If your order is accepted, we will send you an Order Confirmation and an email setting out various details about the transfer. Among other things, this email will explain:

- a) that you are transferring the relevant communications service to us;
  - b) a reasonable estimate of when the transfer will occur;
  - c) your right to terminate the Contract in respect of the service being transferred;
- and

d) our relevant contact details that you may need in connection with the transferred service.

5.2. We will liaise with your current broadband provider to give effect to the transfer. We will inform you of the Activation Date and keep you informed of the progress of your transfer at regular intervals until the transfer is complete.

5.3. You may, without penalty, cancel the Contract in respect of the service being transferred by notifying us by telephone, email or post by 2pm GMT/BST on the last Working Day before the Activation Date. To be effective, a transfer cancellation notification given by post or email must be deemed received in accordance with clause 18.2 before 2pm GMT/BST on the last Working Day before the Activation Date. This right to cancel takes precedence over any conflicting provision in the Main Body Terms.

5.4. If you are unable to transfer your third party broadband service to us, but you still wish to order ADSL Broadband Services (and we have confirmed we can supply this), you will need to cancel your current contract for broadband services first. This will lead to an interruption in your broadband connectivity and your current broadband service provider may charge you cancellation fees or other charges in connection with the termination of your current contract.

### **Transfers away from Gradwell**

5.5. To transfer your Broadband Service away from Gradwell, you should contact your new/prospective provider. Depending on the circumstances, it may not be possible to transfer away some installations of Broadband Services (in which case you will need to request a new service installation from your new/prospective service provider). Please note that for all transfers away from Gradwell, (or other Broadband Service cessations), you will be required to pay all Charges associated with your Broadband Service for the Minimum Contract Period as well as during the relevant period of notice required under the Standard Terms.

## **6. Broadband hardware**

6.1. Some of our ADSL Broadband Services come supplied with a wireless router, associated cables and microfilters ("ADSL Hardware") while others are supplied on a 'wires only' basis meaning you must purchase ADSL Hardware separately from us or

equivalent hardware from a third party supplier. The Website makes it clear which ADSL Broadband Services come supplied with ADSL Hardware.

6.2. Some of our Fibre Broadband Services come supplied with a VDSL router, associated cables and microfilters (“Fibre Broadband Hardware”), while others are supplied on a ‘wires only’ basis meaning you must purchase Fibre Broadband Hardware separately from us or equivalent hardware from a third party supplier. The Website makes it clear which Fibre Broadband Services come supplied with Fibre Broadband Hardware.

6.3. Once it is delivered to you, the Broadband Hardware becomes your property.

6.4. The Broadband Hardware comes with a warranty lasting 12 months (“Warranty Period”). If the Broadband Hardware becomes faulty during Warranty Period, we will repair or replace it providing the fault has not (in our reasonable opinion) been caused as a result of any of the circumstances set out under paragraphs 7.2.2 to 7.2.4 of the Hardware Portfolio Annex. Where we reasonably believe the Broadband Hardware has been used in contravention of those paragraphs, and you wish to receive replacement Broadband Hardware under the warranty, we reserve the right to charge you the price associated with the relevant piece of Broadband Hardware (or the nearest equivalent) as set out on the online store section of the Website on the date on which you make a claim under the warranty.

## **7. Data transfer speeds**

7.1. The data transfer speed you receive through your Broadband Service will depend on the nature of your telephone line (for example, the distance of your premises from the BT exchange, the quality of your copper line and environmental line noise) so we cannot guarantee that your connection will reach any specific speeds.

7.2. The maximum possible data transfer speeds you can receive through your ADSL Broadband Services and Fibre Broadband Services are set out at the following URL:  
<https://oldgradwell.mkpactive.com/broadband/>

## **8. Monthly download allowances**

8.1. Our Broadband Services come with download allowances for each monthly billing period starting on the Connection Date, details of which are set out at the following URL:  
<https://oldgradwell.mkpactive.com/broadband/>

8.2. You will be charged £1.00 per gigabyte where you go over the relevant download allowance figure set out under paragraph 8.1.

## **9. IP addresses**

9.1. You will receive a number of static IP addresses to use in conjunction with your Broadband Service (the number you are eligible to receive depends on the Service package you select which will be made clear on the Order Form). Subject to their availability, you may choose your desired IP addresses when you place your order for your Broadband Service.

9.2. You will lose the right to use the IP addresses we issue to you when the Contract for your Broadband Service is terminated (or throughout any period of suspension which occurs in accordance with the Standard Terms).

9.3. Your chosen IP addresses may be reassigned to another customer if the Contract for your Broadband Service is terminated for any reason under the Standard Terms.

9.4. You can purchase more static IP addresses from us.

## **10. Moving premises**

10.1. If you are moving premises, you must cease your Broadband Service by paying us the Charges associated with the remaining Minimum Contract Period (if any) and giving us the relevant notice set out under clause 15. If you would like to receive our Broadband Service in your new premises, you must place a new order for Services in accordance with the Standard Terms. A new Minimum Contract Period obligation will apply to any new order for Broadband Services.

## **11. Additional charges**

11.1. If your Broadband Service is suspended for failure to pay the Charges under clause 15.9 and you subsequently pay those Charges and ask us to reconnect you, we will charge you a minimum reactivation fee of £10.00, however this can be higher depending on the wholesale supplier.

11.2. If, during the Minimum Contract Period, you terminate the Contract for your

Broadband Service, our wholesale supplier will charge us a minimum of £25.00 which we will pass on to you at cost and you are required to pay this in addition to any other charge required under the Standard Terms. This is a minimum value and charges may be higher depending on the wholesale supplier.

## **12. Service level commitments**

### **Faults within the Openreach network**

12.1. You can purchase as an 'add-on' an enhanced care commitment for some of our Broadband Service packages (the specific packages will be identified on the Website and/or made clear to you before you place your order).

12.2. Where this add-on is purchased, and your Broadband Service suffers a technical problem which is directly attributable to a fault within the Openreach network (determined at Openreach's sole discretion), Openreach aim to resolve such faults within 20 hours of being reported by us. Where you report qualifying problems to us in accordance with this Annex, we will use our reasonable endeavours to cooperate with Openreach so that they can adhere to this 20-hour fix target. However, if Openreach fail to meet the 20-hour fix target, it will not constitute a breach of the Contract and no remedy will be available to you in connection with the missed target.

12.3. You may report to us a technical problem affecting your Broadband Service via the following process:

- a) By emailing our advertised support email address (which can be done 24 hours a day, 7 days a week); or
- b) by phoning us on our advertised support numbers during the hours of 08.00 to 18.00 on Working Days.

12.4. When you report a problem, you must explain the circumstances of the suspected problem and give sufficiently detailed information so that we can investigate the issue.

12.5. Once you have notified us of a problem in accordance with paragraph 12.3, we will:

- a) Promptly send to you a support ticket featuring a unique ticket number; and
- b) Initiate an investigation in conjunction with our relevant wholesale supplier during our normal office hours specified in paragraph 12.3 b).

12.6. After the support ticket has been issued to you, we will use our reasonable endeavours to work with our relevant wholesale supplier to resolve the problem as quickly as reasonably practicable.

### **Traffic prioritisation across the BT Wholesale network**

12.7. You can purchase a traffic prioritisation add-on for some of our Broadband Service packages (the specific packages will be identified on the Website and/or made clear to you before you place your order). This traffic prioritisation add-on is referred to as 'elevated best efforts' and is designed to give your data precedence over other traffic as it passes across the BT Wholesale network. This should result in your Broadband Service achieving a minimum data transfer speed of 2mbps throughout hours of 8.00am to 5.00pm GMT/BST each Working Day ("Traffic Prioritisation Assurance"). For the avoidance of doubt, the payment of service credits under paragraphs

12.8 to 12.14 only applies where you purchase the Traffic Prioritisation Assurance as an add-on service.

12.8. If, during any month, your Broadband Service fails to receive the Traffic Prioritisation Assurance (which we are able to verify, acting reasonably), you will be eligible for the following service credits set out in this clause 12.8. Subject always to paragraphs 12.9 to 12.14 inclusive, you will receive a credit of sixty per cent (60%) of the monthly recurring charge (excluding line rental) for the relevant Broadband Service for the month in which the Incident occurs. Only one credit is payable during each qualifying month, regardless of how many Incidents occur in that month.

12.9. The payment of service credits under this paragraph 12 is your sole remedy for the Traffic Prioritisation Assurance not being met.

### **Applying for service credits**

12.10. You must request service credits in writing by contacting the Support Team within 30 days of the relevant Incident occurring. Any claim for service credits after this time will be refused.

12.11. Any claim for service credits must be supported by evidence of relevant Support Tickets which fully substantiate the incident.

12.12. Service credits will be paid one month in arrears in the form of a credit note which can only be used in respect of the future provision of the Broadband Service and they may not be converted or exchanged.

12.13. You have 30 days to query any service credits issued. If you do not raise a query concerning service credits during this time, you will be deemed to have accepted the service credits and to have waived any further right to query them in relation to the relevant Incident.

12.14. We may correct any inadvertent payment of service credits by deducting their application in a subsequent invoice.

## — Section Two: Pricing—

### 13. General

13.1. Details of all prices set out on our Website, the Control Panel or on any Quotation are exclusive of VAT.

13.2. The prices for our Goods and Services will be those which: ,

a) are set out on the Website at the date on which the Contract is formed; or

b) where we send a Quotation to you, as set out on the relevant Quotation,

which, in either case, will be confirmed on the Order Confirmation in accordance with the Main Body Terms.

13.3. Any other charges which apply to your Broadband Service will be provided to you in accordance with this Annex.

### Add-ons

13.4. Where you require additional IP addresses to those provided with your ADSL Broadband Service package, the relevant charge will be set out on the Order Form. Whenever additional IP addresses are requested, we may ask you to explain the reasons



behind your request and provide us with a completed form which we will send to you. We reserve the right to refuse (at our sole discretion) any request for additional IP addresses.

13.5. You can purchase from us a phone line for use in conjunction with our Broadband Service meaning you will pay us line rental for that line. To understand the associated charges, please email our support team on [support@gradwell.com](mailto:support@gradwell.com).

13.6. You can purchase from us our 'enhanced care' or 'elevated best efforts' packages for some of our Broadband Services. Further details of these add-ons are set out at paragraph.