

## Fibreline (GEA) with Failover Service 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 our fibreline (GEA) with failover service providing resilient connectivity to the Internet (“FWF (GEA) 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. 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” has the meaning given to it in paragraph 2.22;
- “Additional Site Visit” has the meaning given to it in paragraph 2.10;
- “ADSL Broadband Service” or “ADSL” means an internet connectivity service delivered over a conventional copper telephone line, as more fully described on our Website;
- “Additional Construction Work” has the meaning given to it in paragraph 2.10;
- “Delivery Partner” means an organisation such as Openreach or Virgin Media Business who we need to work with to physically install the internet connection
- “Early Failover Installation” has the meaning given to it in paragraph 2.23;
- “Equipment Installation” has the meaning given to it in paragraph 2.5(c);
- “Excess Construction Charge” has the meaning given to it in paragraph 2.10;
- “Existing Line” means a usable copper telephone line that is already installed at the relevant Site;
- “Failover” has the meaning given to it in paragraph 1.7 (with “ADSL Failover” and “Fibre Failover” meaning a Failover consisting of our ADSL Broadband Service or Fibre Broadband Service respectively);
- “Failover Installation” has the meaning given to it in paragraph 2.5(b);
- “Failover NTE” has the meaning given to it in paragraph 2.22;

- “Fibre Broadband Service” or “Fibre” means an internet connectivity service delivered over 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, as more fully described on our Website;
- “Fibreline (GEA)” means the main internet connection we supply to you in accordance with this Annex, that connection being delivered by means of fibre optic cable and in respect of which the Failover provides resiliency;
- “GEA Installation” has the meaning given to it in paragraph 2.5(a);
- “Installation Charge” has the meaning given to it in paragraph 3.1.1;
- “Installation Specification” has the meaning given to it in paragraph 2.2;
- “Method of Work” has the meaning given to it in paragraph 2.13;
- “Network Termination Equipment” or “NTE” means the equipment installed in your premises by our Delivery Partner to provide connectivity to the FWF (GEA) Service;
- “Site” means the premises at which your FWF (GEA) Service will be installed and used;
- “Site Survey” has the meaning given to it in paragraph 2.2;

1.5. Details of the features and functionality of the different FWF (GEA) Services listed in paragraph 1.1 are as described on our Website, or in promotional material that we may produce from time to time.

1.6. 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.

1.7. Our FWF (GEA) Service uses a hybrid of copper and fibre optic cable to provide the connection from the telephone exchange to your premises to deliver fast and reliable internet connectivity. This is supported by resiliency functionality by means of an ADSL Broadband Service or Fibre Broadband Service, meaning that if the main Fibreline (GEA) circuit suffers a problem, the resiliency element (“Failover”) will still provide you with internet connectivity.

## **2. Order process**

2.1. Some premises within the UK are unable to receive our FWF (GEA) Service. Your ability to receive the Service is principally determined by the capabilities of your nearest telephone exchange and your distance from it.

2.2. To order a FWF (GEA) Service, you will need to contact our sales team by calling our advertised sales number or requesting a call back via the Website. Our sales team will discuss the Service with you in more detail and take information from you to determine whether you are able to receive the FWF (GEA) Service. Based on the information you give us, we will let you know whether you can receive the Service, as well as the data transfer speeds you can expect (this document being an “Installation Specification”). If you wish to proceed with the order, you must complete and send to us the relevant Order Form within 14 days of us sending to you the Installation Specification. We may also ask you to send us a signed copy of this Annex within the same time period. When completing the Order Form, you must specify whether you would like the Failover to take the form of an ADSL Broadband Service or Fibre Broadband Service. On receipt of your Order Form, we will review your order and pass to our Delivery Partner information about the intended Site so that our Delivery Partner can determine whether or not a survey of the location (“Site Survey”) is required.

2.3. Where our Delivery Partner confirms that a Site Survey is required, the order process will be handled in accordance with paragraphs 2.9 to 2.12 inclusive, before installation proceeds in accordance with paragraphs 2.13 and 2.22 inclusive.

2.4. Where our Delivery Partner confirms that a Site Survey is not required, we will issue you with an invoice for the Installation Charge. Your order will then proceed in accordance with paragraphs 2.13 and 2.22 inclusive. You must pay the Installation Charge within 30 days. If you do not do this, or if you notify us that you do not wish to proceed, your order will be cancelled and you will still be liable for the Installation Charge (as more fully described in paragraph 4.2).

### **Engineer appointments and missed appointment charges**

2.5. It will be necessary for the following Site visits to occur as part of a FWF (GEA) Service installation:

2.5.1. An engineer from our Delivery Partner will need to visit the Site at least three times to carry out the following activities:

- a) To install the copper line that provides the Fibreline GEA service (“GEA Installation”);
- b) To install the ADSL or Fibre Failover (“Failover Installation”);
- c) To install the termination equipment (“Equipment Installation”); and

2.5.2. We will configure the Failover NTE and deliver it to you once the main FWF (GEA) installation work has been completed. This will be connected by you in accordance with paragraph 2.22.

2.6. Depending on the exact location of your Site and the proposed configuration of the Service, other engineer visits may be necessary for a Site Survey and Additional Construction Work to be completed.

2.7. 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 our Delivery Partner's engineer availability and we can give you no guarantee or assurance that the appointment will occur on your chosen date or time. We will try to accommodate any request to align the appointments for the GEA Installation, Equipment Installation and the Failover Installation, but this may not be possible. You must provide us with details of two authorised persons (each a "Site Contact") who can grant the engineer from our Delivery Partner 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. You may request an engineer appointment outside of working hours (these being 9 AM to 5 PM Monday to Friday, excluding all public holidays in England) which are chargeable at the following rates (GBP, ex. VAT):

<b>Feature</b>	<b>Normal Working Day, outside Working hours</b>	<b>All other times except Sundays and Public / Bank Holidays</b>	<b>Sundays and Public/ Bank Holidays</b>
<b>Visit plus up to 1 hour's work</b>	120	150	180
<b>Additional hours (or part thereof)</b>	60	90	120
<b>Supplementary charges (per hour or part thereof)</b>	N/A	30	60

2.8. Where we inform you in advance that an engineer appointment will require Site access, if neither of the Site Contacts are present to give the Delivery Partner's engineer that access, and you have not cancelled the appointment by email at least 48 hours in

advance, we will charge you a missed appointment charge of £90.00 plus VAT (or another figure that we notify you of in advance).

### **Site Surveys and Additional Construction Work**

2.9. We will let you know by email if our Delivery Partner determines that a Site Survey is required and an appointment will be arranged in accordance with this Annex.

Occasionally, more than one Site Survey may be required.

2.10. Once the Site Survey has been carried out, our Delivery Partner will notify us of any additional work that they must complete as part of installing the FWF (GEA) Service at the Site (“Additional Construction Work”), and of the charge (if any) that is payable in relation to the Additional Construction Work (“Excess Construction Charge”). We will then pass these details on to you and the order will proceed in either of the following two ways:

2.10.1. If the Site Survey reveals that Excess Construction Charges are payable, we will issue you with an invoice for the Excess Construction Charge and Installation Charge. You must pay the Excess Construction Charge and Installation Charge within 30 days of us giving you details of them. If you do not do this, or if you notify us that you do not accept the Excess Construction Charge, your order will be cancelled. The charge for the first Site Survey will be included in the Excess Construction Charge. If our Delivery Partner determines that subsequent Site Surveys are required, or if an engineer is required to make additional visits to the Site for another reason (other than those reasons set out in paragraph 2.5 or to carry out Additional Construction Work or installation work in accordance with paragraph 2.12), each such visit will be charged at £240 plus VAT (“Additional Site Visit”). Where you agree to our Delivery Partner carrying out more than one Site Survey prior to us issuing you with an Order Confirmation, a separate Contract will be formed for each additional Site Survey and you will be liable to pay us the charges associated with those additional Site Surveys even if you cancel your order (as more fully described in paragraph 4.2). We will also pass through to you any additional instructions or requests that our Delivery Partner might reasonably make where they identify that asbestos or another hazard is present at the Site.

2.10.2. If the Site Survey reveals no Excess Construction Charge is payable, we will issue you with an invoice for the Installation Charge and an Order Confirmation. Your order will then proceed in accordance with paragraphs 2.12 and 2.22 inclusive. You must pay the Installation Charge within 30 days. If you do not do this, or if you

notify us that you do not wish to proceed, your order will be cancelled and you will still be liable for the Installation Charge (as more fully described in paragraph 4.2). There is no charge for the first Site Survey. If our Delivery Partner determines that subsequent Site Surveys are required, or if an engineer is required to make additional visits to the Site for another reason (other than those reasons set out in paragraph 2.5 or to carry out Additional Construction Work or installation work in accordance with paragraph 2.12), each such visit will be charged at £240 plus VAT ("Additional Site Visit"). Where you agree to our Delivery Partner carrying out more than one Site Survey prior to us issuing you with an Order Confirmation, a separate Contract will be formed for each additional Site Survey and you will be liable to pay us the charges associated with those additional Site Surveys even if you cancel your order (as more fully described in paragraph 4.2). We will also pass through to you any additional instructions or requests that our Delivery Partner might reasonably make where they identify that asbestos or another hazard is present at the Site.

2.11. Where Excess Construction Charges are payable, the Additional Construction Work can only be carried out once you have paid the Excess Construction Charge. Once you have paid the Excess Construction Charge in accordance with the relevant invoice, we will issue you with an Order Confirmation in accordance with clause 4.6 and the appointment for the Additional Construction Work can be booked. We will try to accommodate your timing requirements for the Additional Construction Work to be carried out, but it is ultimately dependent on our Delivery Partner's engineer availability and we can give you no guarantee or assurance as to your chosen date or time.

2.12. Once the Additional Construction Work has been carried out, our Delivery Partner will notify us and we will notify you. In the unlikely event that further Additional Construction Work is needed, you will be notified of the situation and the further work will be scheduled by our Delivery Partner. However, if further work is necessary, the Excess Construction Charge will not change from that for which you are originally invoiced.

### **Installation of the FWF (GEA) Service**

2.13. We will contact you to arrange a suitable date and time for an engineer from our Delivery Partner to visit your premises to carry out the GEA Installation, and, if required, installation of the Failover circuit. We will confirm to you by email the Installation Charge. On request, we can provide you with detailed information about the work which our Delivery Partner typically carries out during the installation of a FWF (GEA) Service. If you

require specific details of the work that will be carried out at your Site (“Method of Work”), we can arrange for our Delivery Partner to provide this, but there is a charge associated with doing so which we will pass on to you. We will confirm whether you are happy to pay these charges before asking our Delivery Partner to provide the Method of Work.

### **Installation and use of the Failover**

2.14. You can opt for an ADSL or Fibre Failover by means of a new line being installed at the Site, or we may be able to use an existing telephone line at the Site. Paragraphs 2.16 to 2.20 set out the process we will follow to install the Failover.

2.15. Except for any period of use of an Early Failover Installation, the Failover can only be used for the purposes of providing resiliency to the main Fibreline (GEA) circuit (meaning you will not be able to use the Failover as a standalone internet connection).

### **Failover using an Existing Line**

2.16. It may be possible to provide you with the Failover through a telephone line that is already installed at the Site (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.

2.17. If you have an Existing Line which you wish to use for the supply of the Failover, you must inform us of this when you place your order, and we will ask our Delivery Partner 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 to provide the Failover, you must transfer the Existing Line to us from your previous phone line provider and pay us for the line rental which will be included in the monthly recurring charge for FWF. Using an Existing Line as the Failover means you be unable to use for any purpose other than as the Failover (i.e. you will be unable to use it make calls, or use it as a standalone connection for internet access), and no other equipment can be connected to it other than the Failover NTE.

2.18. If the Existing Line can be used, we will arrange for our Delivery Partner to carry out the necessary work to configure and activate the Failover 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 2.7.

### **New line installs for the Failover**

2.19. Where you require a new telephone line through which to receive the Failover, we will arrange for our Delivery Partner to send an engineer to install one at your premises in accordance with paragraph 2.7. Installations of a new line typically take around 5 Working Days after the Order Confirmation has been sent to you, but order times can vary. You may be able to request an early installation of the Failover, which, where accepted by means of an Order Confirmation, will be handled in accordance with paragraphs 2.23 to 2.28 inclusive.

2.20. NOT USED.

2.21. Once the Failover and Fibreline (GEA) installation work has been carried out, our Delivery Partner will notify us of the outcome and whether further work is necessary. We will pass this information on to you and arrange for any further work that is necessary to be carried out in accordance with paragraph 2.13 and this paragraph 2.21.

### **Testing and activation of the FWF (GEA) Service**

2.22. Where our Delivery Partner informs us that the FWF (GEA) Service installation work has been successfully completed, the new connection will enter a period of testing which typically takes around 5 – 10 Working Days. When this testing has been completed, we will arrange for the Network Termination Equipment which provides the resiliency between the Fibreline (GEA) circuit and the Failover (“Failover NTE”) to be delivered to you in readiness for a ‘bring live call’ between your site contact and one of our engineers. We will then liaise with you to arrange this ‘bring live call’. Once this call has occurred and we are informed that all aspects of the installation work have been completed, we will provide you with a handover document outlining the technical details of the connection and the date on which it is expected to be activated so that the connection is made available for use by you (“Activation Date”). On the Activation Date, we will let you know by email once the connection has been activated 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 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.

### **Early installation of the Failover**

2.23. It may be possible for you to request that the Failover is installed and activated before the main Fibreline (GEA) circuit is ordered or installed so as to provide you with internet connectivity more quickly ("Early Failover Installation"). You must request any Early Failover Installation when you submit your Order Form in accordance with paragraph 2.2.

2.24. We will then process your order in accordance with paragraph 2.2 to 2.4 inclusive. Where we can meet your request for an Early Failover Installation, and we confirm this on the Order Confirmation, we will contact you to arrange the relevant appointment(s) in accordance with paragraph 2.7.

2.25. We will supply you with a suitable router, cables and filters so as to be able to use the Early Failover Installation to access the internet. This equipment will remain our property at all times and you must use it in conditions generally acknowledged to be suitable for electronic equipment and treat it with reasonable care. You must return this equipment to us at the end of your Contract for FWF (GEA) Services in accordance with paragraph 5.3. We will contact you to arrange for our nominated courier to collect it from your Site. If you lose or otherwise fail to return this equipment in accordance with this Annex, we will charge you £45. We will also charge you £45 if, on inspection of the returned equipment, we determine (acting reasonably) that you have not used it in suitable conditions or treated it with reasonable care.

2.26. The provisions set out in section four of this Annex will apply to your use of the Early Failover Installation.

2.27. As part of arranging the installation of the Early Failover Installation, we will configure the connection so you can use it for internet access independently of the Fibreline (GEA) connection until the remaining parts of the FWF installation are completed. Once the installation and configuration work of the Early Failover Installation is completed, we will notify you by email that the Service is available for use by you and it has been assigned to your Gradwell account.

2.28. Once the Fibreline (GEA) circuit has been installed, and testing has completed in accordance with paragraph 2.22, we will arrange for the Failover to be reconfigured so that it can only be used to provide failover functionality as part of the FWF (GEA) Service and you will not be able to use it as a standalone internet connection.

### 3. FWF (GEA) Service charges

3.1. The charges for your FWF (GEA) Service will be broken down into the following elements:

- 3.1.1. A one-time charge associated with installing your FWF (GEA) Service (“Installation Charge”);
- 3.1.2. An Excess Construction Charge where the Site Survey identifies that Additional Construction Work is required; and
- 3.1.3. A recurring monthly charge.

3.2. The Installation Charge and the recurring monthly charge will be set out on the Order Confirmation. The Excess Construction Charge will be provided to you separately in accordance with paragraph 2.10.

### 4. Minimum Contract Period for FWF (GEA) Service and cancellations

4.1. Our FWF (GEA) Services have a Minimum Contract Period of either one year, three years, or five years which you can choose between when you place your order. The Minimum Contract Period will run from the Activation Date.

4.2. The table below outlines the different points at which you may cancel your order prior to the Activation Date and the consequences associated with such cancellations. In all cases, you remain liable for any Additional Site Visits. Any cancellation request must be made by email to the email address [administration@gradwell.com](mailto:administration@gradwell.com) and will only be deemed effective once receipt of the cancellation request has been expressly acknowledged by Gradwell.

<b>Cancellation circumstances</b>	<b>Consequences of cancellation</b>
A. As set out in paragraph 2.4, you confirm that you wish to cancel the order.	We will charge you: <ul style="list-style-type: none"> <li>- the Installation Charge as shown on the Order Confirmation; and</li> <li>- the cancellation charge if we incur it from our wholesale supplier; and</li> <li>- for any costs we incur ordering and configuring the Failover NTE; and</li> <li>- if we have activated an Early Failover Installation prior to cancellation being received, you will still be liable for the Charges (installation and rental)</li> </ul>

	<p>associated with the Minimum Contract Period for the Early Failover Installation term for this as set out in paragraph 4.5.</p>
<p>B. As set out in paragraph 2.10.1, you confirm you do not accept the Excess Construction Charge, or if you fail to pay it within 30 days.</p>	<p>If we have activated an Early Failover Installation prior to cancellation being received, you will still be liable for the Charges (installation and rental) associated with the Minimum Contract Period for the Early Failover Installation term for this as set out in paragraph 4.5. There is no cancellation charge for the main Fibreline (GEA) installation providing only one Site Survey was carried out. Each additional Site Survey constitutes an Additional Site Visit and is charged at £240 plus VAT.</p>
<p>C. As set out in paragraph 2.10.2, if after the Site Survey reveals that no Excess Construction Charge is payable, you confirm you do not wish to proceed, or if you fail to pay the Installation Charge within 30 days.</p>	<p>We will charge you: - the Installation Charge as shown on the Order Confirmation; and - the cancellation charge if we incur it from our wholesale supplier; and - for any costs we incur ordering and configuring the Failover NTE; and - if we have activated an Early Failover Installation prior to cancellation being received, you will still be liable for the Charges (installation and rental) associated with the Minimum Contract Period for the Early Failover Installation term for this as set out in paragraph 4.5.</p>
<p>D. You cancel your order after we send you the Order Confirmation, but before the Activation Date occurs.</p>	<p>We will charge you:</p> <ul style="list-style-type: none"> <li>- For any Additional Construction Work carried out before your order is validly cancelled in accordance</li> </ul>

	<p>with this annex. Where you cancel your order after you have paid the Excess Construction Charge but before all of the Additional Construction Work has been carried out, we will pass through to you any refund we receive from our wholesale supplier in respect of that work not completed. Any refund owing will only be paid once we have received it from our wholesale supplier; and</p> <ul style="list-style-type: none"><li>- for any costs we occur ordering and configuring the Failover NTE;</li><li>- the cancellation charge if we incur it from our wholesale supplier;</li><li>- if we have activated an Early Failover Installation prior to cancellation being received, you will still be liable for the Charges (installation and rental) associated with the Minimum Contract Period for the Early Failover Installation term for this as set out in paragraph 4.5.</li></ul>
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4.3. In accordance with clause 15.6, if you cancel your FWF (GEA) Service on or after the Activation Date but before the Minimum Contract Period has expired, you will be required to pay an Early Termination Charge.

4.4. For the avoidance of doubt, the Early Termination Charge will comprise:

- a) Any unpaid element of the Installation Charge; and
- b) The monthly Charges associated with the remaining element of the Minimum Contract Period.

4.5. Where we issue you with an Order Confirmation in response to a request for an Early Failover Installation, and you then subsequently cancel your main order for FWF in

accordance with paragraph 4.2, you will still be liable for the Charges (installation and rental) associated with the Minimum Contract Period for the Early Failover Installation. The installation and rental Charges will be those advertised on our Website or otherwise notified to you when you place your order. The Minimum Contract Period for an ADSL Failover is 12 months, and for a Fibre Failover is 12 months (details of which will be included in the Order Confirmation). You may continue to use the Early Failover Installation in accordance with paragraph 2.27 until the end of the Minimum Contract Period, after which time the Service will be terminated (meaning you will lose access to it). Alternatively, if you wish to continue using the Early Failover Installation after the Minimum Contract Period, you will be required to enter into a new Contract based on our Main Body Terms and the relevant Annex, which will commence on the expiry of the Minimum Contract Period.

## **5. Termination equipment**

5.1. As part of the engineer installing the FWF (GEA) Service, they will connect and leave at the Site the NTE through which you will be able to connect the Failover NTE (collectively “NTE Equipment”). The Failover NTE will be sent to the Site by courier, and this will be connected by you in accordance with paragraph 2.22. The NTE Equipment will require at least two electrical power supplies to work. To use the connectivity of your FWF (GEA) Service, you must plug your equipment in to the Failover NTE using an Ethernet cable.

5.2. The NTE Equipment remains our property and you must use it in conditions generally acknowledged to be suitable for electronic equipment and treat it with reasonable care.

5.3. You must return the NTE Equipment to us at the end of your Contract for FWF (GEA) Services. We will contact you to arrange for our nominated courier to collect the NTE Equipment from your Site. If you lose or otherwise fail to return NTE Equipment in accordance with this Annex, we will charge you £450.00 for each affected piece of NTE Equipment (or another figure that we notify you of in advance of you submitting your order). We will also charge you £450.00 if, on inspection of the returned NTE Equipment, we determine (acting reasonably) that you have not used it in suitable conditions or treated it with reasonable care.

## **6. Migrations**

6.1. It is not possible to migrate your FWF (GEA) Service to another communications provider. If you wish to stop receiving your FWF (GEA) Service, and receive an equivalent service from another provider, you must cease the Service and terminate the Contract in accordance with the Standard Terms.

## **7. Data transfer speeds**

7.1. The data transfer speed you receive through your FWF (GEA) Service is made up of two parts: an assured speed and a burstable speed.

7.2. The total data transfer speed available 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). Only the assured speed will be guaranteed. We give no assurance or guarantee as to the burstable speed.

7.3. The data transfer speed will be shown on your handover document that is sent to you on the Activation Date.

## **8. Monthly download allowances**

8.1. Our FWF (GEA) Services come with unlimited data transfer allowances for each monthly billing period starting on the Activation Date.

## **9. IP addresses**

9.1. You will receive 8 static IP addresses to use in conjunction with your FWF (GEA) Service.

9.2. Your chosen IP addresses may be reassigned to another customer if your FWF (GEA) Service is suspended or terminated for any reason under the Standard Terms.

9.3. You can request more static IP addresses from us, the price of which will be set out on the written quote we give you on request and will be confirmed on the Order Confirmation. 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.

## **10. Moving premises**

10.1. If you are moving premises, you must cease your FWF (GEA) 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 FWF (GEA) 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 FWF (GEA) Services.

## **Section Two: Pricing**

### **11. Pricing**

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

11.2. 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.

11.3. Other charges may apply in relation to your FWF (GEA) circuit as detailed in this Annex.

### **Core services**

11.4. The prices we charge for our FWF (GEA) Services depend on the package and the Minimum Contract Period you choose. Details of the core prices we charge will be specified in accordance with paragraph 11.2 above.

11.5. Any other charges which apply to your FWF (GEA) Service will be provided to you in accordance with this Annex.

## Section Three: Service Level Agreement

### Gradwell FWF (GEA) – Service Level Agreement (SLA)

#### 12. Definitions

12.1. In this section three, the following terms shall have the meanings set out below. All other definitions have the meanings given to them in the Agreement.

- **“Connectivity”** means that the FWF (GEA) Service is capable of transmitting electronic signals in both directions and is otherwise functioning normally in accordance with the details set out on the Installation Specification and any other details that we subsequently provide to you in accordance with this Annex;
- **“Circuit Break”** means a situation where your FWF (GEA) Service loses Connectivity as a result of a circuit break or another fault within the network of our Wholesale Supplier (determined at their sole discretion);
  - **“Excused Outage”** means, in relation to the relevant connection, that it is subject to planned or emergency maintenance, or is affected by an event of force majeure (as defined in the Main Body Terms);
  - **“Incident”** means a fault or other problem affecting the FWF (GEA) Service (for reasons other than an Excused Outage) that falls within one of the categories set out in paragraph 15.1 and which has been reported to and has been acknowledged by us in accordance with this SLA;
  - **“Parked Time”** has the meaning given to it in paragraph 18.1;
  - **“Resolution”** or **“Resolved”** shall have the meaning given to it in paragraph 17.1 (and “Resolve” will be construed accordingly);
  - **“Support Team”** means the support engineers employed or instructed by Gradwell to provide technical support in relation to the FWF (GEA) Service;
  - **“Support Ticket”** means the exchange of a support ticket via email between the Support Team and you, identifiable by a ticket reference number;
  - **“Wholesale Supplier”** means the communications provider(s) from whom we purchase FWF connectivity circuits on a wholesale basis for resale.

#### 13. Maintenance

13.1. In the event that it becomes necessary to perform maintenance on the FWF (GEA) Service, we will use our reasonable endeavours to:

13.1.1. provide you with as much notice as possible of the maintenance to be performed (such notice to be communicated by means of the Gradwell status webpage at [www.gradwellstatus.com](http://www.gradwellstatus.com) which you can visit and subscribe to); and

13.1.2. conduct the maintenance in such a way as to minimise the adverse impact the maintenance might have on you.

## **14. Service Level commitment**

14.1. The commitments we give in respect of the Resolution of Incidents are set out below.

14.2. For Incidents that have been properly brought to our attention in accordance with this SLA, we will use our reasonable endeavours to liaise with our Wholesale Supplier to provide you with technical support focused on remedying the problem within the timescales set out in paragraph 17.2.

14.3. This SLA applies only to FWF (GEA) Service installations which are affected by an Incident after the Activation Date. For the avoidance of doubt, orders that have yet to be completed and are not operationally live are not covered by the commitments given in this SLA. Gradwell gives no service level commitment in respect of the provisioning process for installations of a FWF (GEA) Service.

14.4. Gradwell expressly reserves the right to amend, modify or alter the thresholds, metrics, remedies, or any other term in this SLA, by providing you with 30 days' prior written notice.

14.5. The service level commitments given in this SLA do not apply where the Incident is caused by the configuration of, or fault in, any customer equipment or hardware used in conjunction with the FWF (GEA) Service (determined in our sole discretion, acting reasonably).

## **15. Incident categorisation**

15.1. The service level commitments given in this SLA relate to problems affecting a FWF (GEA) Service which fall into one of the categories set out in the table below. Service credits issued in respect of failures of Connectivity and breaches of the fix-time commitment set out under paragraph 18.4 are detailed in paragraphs 19 and 20.

Incident Category	Description of circumstances
<b>Priority 1</b> (a total outage of the Service)	<p>The FWF (GEA) Service:</p> <ul style="list-style-type: none"> <li>• Has a total loss of Connectivity of both the Fibreline (GEA) and Failover (whether caused by a Circuit Break or otherwise); or</li> <li>• Has a data transfer speed of less than 10% of the speed ordinarily available through your Service; or</li> <li>• Is suffering from latency greater than 100m/s; or</li> <li>• Is suffering from packet loss greater than 5%.</li> </ul> <p>N.B. Circumstances must have existed for at least five minutes.</p>
<b>Priority 2</b> (severe intermittence of the Service)	<p>FWF (GEA) Service is suffering from intermittent Connectivity which is having a high degree of service impact.</p> <p>Intermittence of Connectivity must be demonstrated repeatedly within an hour period.</p>
<b>Priority 3</b> (degradation of the Service)	<p>FWF (GEA) Service is suffering from intermittent connectivity which is having a low degree of service impact.</p> <p>Intermittence of Connectivity need not be demonstrated repeatedly within an hour period.</p>
<b>Priority 4</b> (Other problem or query relating to the Service)	<p>Customer has another problem or technical query in relation to the FWF (GEA) Service.</p>

## **16. Incident Reporting and Response**

16.1. Subject always to paragraph 16.2, you may report an Incident to our Support Team via the following process:

16.1.1. By emailing our advertised support email address (which can be done 24 hours a day, 7 days a week); or

16.1.2. by phoning us on our advertised support numbers during the hours of 08.00 to 18.00 on Working Days and 09.00 to 17.00 on weekends (excluding public holidays).

16.2. Priority 1 Incidents must always be reported to us by phone.

16.3. When you report an Incident, you must explain the circumstances of the suspected problem and give sufficiently detailed information so that we can investigate the problem.

16.4. Once you have notified us of an Incident in accordance with paragraph 16.1, we will:

16.4.1. Categorise the Incident according to paragraph 15.1 determined at our sole discretion (acting reasonably). The category we assign will be kept under review during the course of our investigations and we may amend the category where appropriate (acting reasonably);

16.4.2. Promptly send to you a Support Ticket featuring a unique ticket number ("Response"); and

16.4.3. Contact our Wholesale Supplier to commence an investigation.

16.5. When reporting the Incident, if you fail to provide information in sufficient detail, we will notify you if we cannot investigate the problem and the Incident will enter Parked Time until the information we request has been provided.

16.6. After the Response is issued, we will use our reasonable endeavours to work with our Wholesale Supplier to resolve the Incident as quickly as reasonably practicable.

## **17. Incident Resolution**

17.1. An Incident comes to an end when we determine at our sole discretion (acting reasonably) that the problem comprising the Incident has been fixed or has otherwise been resolved ("Resolution" or "Resolved").

17.2. We will use our reasonable endeavours to resolve Incidents in accordance with the target Resolution times set out below:

<b>Category of Incident</b>	<b>Incident Resolution target measured in hours starting from the Response, excluding all Parked Time</b>
Priority 1	7
Priority 2	12
Priority 3	24
Priority 4	48

17.3. We will use our reasonable endeavours to provide you with regular progress updates for the Incident while a Resolution is pending.

### **Circuit Breaks**

17.4. Our Wholesale Supplier aims to resolve Circuit Breaks within five hours of the problem being reported. Where a Circuit Break is the cause of an Incident which you report to us in accordance with this SLA, we will use our reasonable endeavours to cooperate with our Wholesale Supplier so that they can adhere to the five-hour fix target. Where our Wholesale Supplier fails to meet the five-hour fix target, service credits will be available in accordance with paragraphs 19 and 20.

### **18. Parked Time**

8.1. In this SLA, "Parked Time" is time that is excluded from the period between the Response and the Resolution and consists of all and any of the following:

18.1.1. Time we spend waiting for you to respond to a request for information without which further action to Resolve the Incident cannot be taken (determined by us, acting reasonably);

18.1.2. Time we spend waiting for you to comply with our reasonable instructions (including, but not limited to, giving us or our Wholesale Supplier access to the relevant Site on reasonable request).

### **19. Service Credits**

19.1. For the purposes of service credits, an Incident shall commence from the point at which a Response is issued.

19.2. Subject always to paragraph 19.3 of this SLA, and discounting all Parked Time, service credits are payable on the following basis:

19.2.1. If a Priority 1 Incident occurs which causes a total loss of Connectivity (i.e. of both the Fibreline (GEA) and Failover circuits) for five or more minutes following the Response, we will issue you with a credit of fifteen per cent (15%) of the monthly recurring charge for the FWF (GEA) Service for the month in which the Incident occurs; and/or

19.2.2. if a Priority 1 Incident occurs and we do not provide a Resolution in accordance with paragraph 18.2, for each one hour period (or part thereof) by which we miss the target Resolution time, you will be entitled to a credit of fifteen per cent (15%) of the monthly recurring charge for the FWF (GEA) Service for the month in which the Incident occurs.

19.3. The cumulative value of service credits paid under this SLA for any given month will not exceed the monthly recurring charge for the relevant FWF (GEA) Service.

19.4. For the avoidance of doubt, service credits are only payable in relation to Priority 1 Incidents. There are no service credits or any other remedy available for our failure to meet the Incident resolution targets set out under paragraph 17.2 of this SLA in respect of Incidents categorised as Priority 2, 3 or 4.

9.5. The service credits payable under this SLA are your sole and exclusive remedy for failures of Connectivity.

## **20. Applying for service credits**

20.1. You must request service credits in writing by contacting the Support Team within 30 days from the Incident being Resolved. Any claim for service credits after this time will be refused.

20.2. Any claim for service credits must be supported by evidence of relevant Support Tickets which fully substantiate the Incident and the period of non-Connectivity claimed.

20.3. 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 connection and they may not be converted or exchanged.

20.4. 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.

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

## **Section Four: Additional terms applicable to use of an Early Failover Installation**

### **21. General**

21.1. The following terms will apply to any use of an Early Failover Installation until the Activation Date of the FWF (GEA) Service. These largely mirror the terms set out in our ADSL and Fibre Broadband Services Annex.

21.2. As an Early Failover Installation is an interim connectivity solution, you may not transfer the Service away from Gradwell to another communications provider under any circumstances.

21.3. Where you use an Existing Line for the supply of the Early Failover Installation, if, once the Service has been activated and is available for you use, 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 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 the Early Failover Installation.

21.4. The monthly Charge for use of an Early Failover Installation will be dictated by the package you chose. A current list of packages is available on our website and will be sent to you on request before you place your order.

### **22. Data transfer speeds**

22.1. The data transfer speed you receive through your Early Failover Installation 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.

22.2. The maximum possible data transfer speeds you can receive through your ADSL Early Failover Installation are set out below:

	<b>Business Broadband Standard</b>	<b>Business Broadband Advanced</b>	<b>Business Broadband Unlimited</b>
<b>Download speed</b>	Up to 17 mbps	Up to 17 mbps	Up to 17 mbps
<b>Upload speed</b>	Up to 1 mbps	Up to 1 mbps	Up to 1 mbps

22.3. The maximum possible data transfer speeds you can receive through your Fibre Early Failover Installation are set out below:

	<b>Business Fibre Standard</b>	<b>Business Fibre Advanced</b>	<b>Business Fibre Unlimited</b>
<b>Download speed</b>	Up to 80 mbps	Up to 80 mbps	Up to 80 mbps
<b>Upload speed</b>	Up to 20 mbps	Up to 20 mbps	Up to 20 mbps

## 23. Monthly download allowances

23.1. An Early Failover Installation is subject to the following download allowances for each monthly billing period starting on date the connection was activated and was made available for your use:

<b>ADSL Broadband Service</b>		
<b>Business Broadband Standard</b>	<b>Business Broadband Advanced</b>	<b>Business Broadband Unlimited</b>
50 gigabytes	200 gigabytes	Unlimited

<b>Fibre Broadband Service</b>		
<b>Business Fibre Standard</b>	<b>Business Fibre Advanced</b>	<b>Business Fibre Unlimited</b>
100 gigabytes	500 gigabytes	Unlimited

23.2. You will be charged £1.00 per gigabyte where you go over the relevant download allowance figure set out under paragraph 23.1 of this section four.

## 24. IP addresses

24.1. You will receive 1, 4, 8 or 16 static IP addresses to use in conjunction with your Early Failover Installation (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 Early Failover Installation.

24.2. After the FWF Activation Date, you will lose the right to use the IP addresses we issue to you for use in conjunction with your Early Failover Installation.

24.3. Without prejudice to paragraph 24.2, your chosen IP addresses may be reassigned to another customer if the Contract for your Early Failover Installation is terminated for any reason under the Standard Terms.

## **25. Service level commitments**

### **Faults within our Delivery Partner's network**

25.1. You can purchase as an 'add-on' an enhanced care commitment for some of our broadband service packages where they are used as an Early Failover Installation (the specific packages will be identified on the Website and/or made clear to you before you place your order).

25.2. Where this add-on is purchased and the Early Failover Installation suffers a technical problem which is directly attributable to a fault within the Delivery Partner's network (determined at our Delivery Partner's sole discretion), our Delivery Partner will 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 our Delivery Partner so that they can adhere to this 20-hour fix target. However, if our Delivery Partner fails 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.

25.3. You may report to us a technical problem affecting your Early Failover Installation via the following process:

25.3.1. By emailing our advertised support email address (which can be done 24 hours a day, 7 days a week); or

25.3.2. by phoning us on our advertised support numbers during the hours of 08.00 to 18.00 on Working Days and 09.00 to 17.00 on weekends (excluding public holidays).

25.4. 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.

25.5. Once you have notified us of a problem in accordance with paragraph 25.3, we will:

25.5.1. Promptly send to you a support ticket featuring a unique ticket number; and

25.5.2. Initiate an investigation in conjunction with our relevant wholesale supplier during our normal office hours specified in paragraph 25.3.2.

25.6. 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.

## 26. Applying for service credits

26.1. 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.

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

26.3. 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 Early Failover Installation and they may not be converted or exchanged.

26.4. 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.

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



## Section 5: Customer's signature

We may ask you to sign this Annex by completing the relevant section below and returning the signed copy to us. However, even if this Annex has not been signed below, provided the Contract for the relevant Service has been formed by the parties acting in accordance with clause 4.6 of the Main Body Terms, the terms of this Annex will be contractually binding from that relevant date.

Signed for and on behalf of:

**(The Customer)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date