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## Leased Lines Terms and Conditions

### 1 DEFINITIONS

These Leased Lines Specific Terms and Conditions of Supply are to be read in conjunction with our General Terms and Conditions of Supply. All definitions contained within these Leased Lines Specific Terms and Conditions have the same meaning as those set out in the General Terms and Conditions of Supply unless specified below:

**"Access"** means a copper or fibre optic internet and/or data connection which is provided via a dedicated link and used exclusively by you for the purposes of data transmission;

**"Activation Date"** means the date upon which we confirm to you that the Leased Line Service is available for use;

**"Broadband"** means internet access using ADSL Max and/or ADSL2 technology and/or such other technology as is available from time to time and offered by CCS to its customers;

**"Customer Order Form"** means the order form for the supply by CCS of the Equipment and/or Services which has been completed by, or in accordance with an order from, you;

**"CPE (Customer Premise Equipment)"** means the equipment located at your premises and which is connected with CCS's leased line, Ethernet or private line circuit/service;

**"EFM"** means Ethernet in the First Mile which is an internet connection provided over copper;

**"Ethernet"** means the technology used to deliver a Leased Line;

**"Leased Line"** means a copper or fibre optic internet and/or data connection provided and managed in such a way so as to provide guarantees about data throughput and performance;

**"Leased Line Service(s)"** or **"Service"** means the provision of one of the following Leased Lines (i) Access, (ii) Ethernet, (iii) Private Line Service, (iv) EFM or (v) NGA Ethernet as specified on the Customer Order Form;

**"Installation Service"** means the onsite installation service offered by CCS or its sub-contractors as specified on the Customer Order Form and in accordance with the provisions of clause 9;

**"Minimum Cancellation Notice Period"** means 30 days (to expire on or after the Minimum Service Period), unless otherwise stated in the Customer Order Form;

**"Minimum Service Period"** means the greater of 12 months or the period set out in the Customer Order Form;

**"NGA Ethernet"** means an internet connection provided using the technologies of FTTC (or FTTP where available) circuits to deliver business grade Ethernet services;

**"Premium Bandwidth Type"** means a high speed internet connection that allows customers to peak to maximum purchased speed under all operating conditions and at all times;

**"Private Line Circuit"** or **"Private Line Service"** means a point to point connection which enables data to be transferred between two business premises;

**"Rental Agreement"** means any rental agreement entered into between CCS and you for the rent by you of the Equipment (where specified in the Customer Order Form);

**"Resilient Backup"** means a secondary connection which facilitates the remote management and monitoring of the CPE and which can be used as a limited failover service in the event of a failure of the Leased Line Service;

**"Service Level Agreement"** or **"SLA"** means the service level agreement for the Leased Line Service that describes the service levels to be met by CCS together with the remedies available to you for failure to meet such service levels;

**"Standard Bandwidth Type"** means where the service is contended at a 5:1 ratio, with a guaranteed customer data rate (CDR) of 20% of the maximum, bursting up to the maximum when network capacity permits. Standard traffic above the CDR will be carried at risk of discard under congestion. For example a 100/100Mb service will provide 20Mbps guaranteed at all times and burst up to 100Mbps when bandwidth is available;

**"Telecommunications Circuit"** means a circuit that allows that transmission of TCP/IP data;

**"Terminating Device"** means a router that is used to terminate the Circuit and present connectivity through a single Fast/ Gig Ethernet port to the customers network (normally via a firewall);

**"CCS" / "we" / "us"** means CCS (Leeds) Limited (Company Registration Number 3507910) of Unit A, Seacroft Trade Park, Coal Road, Leeds LS14 2AQ.

## 2 THE SERVICES

2.1 CCS shall provide the Leased Line Service at the data transfer speed stated on the Customer Order Form, subject to the terms of this Agreement.

2.2 As part of the Leased Line Service, CCS agrees to supply and you agree to purchase (or rent, where the Customer Order Form specifies a Rental Agreement) the Equipment (if any) specified in the Customer Order Form.

2.3 You agree to install the Equipment on (or prior to) the Activation Date. The SLA relating to the Leased Line Service shall not come into effect and CCS shall have no liability for any failure to deliver the Service under these Terms and Conditions or any SLA relating to the Service until the Equipment has been installed and connected to the Telecommunications Circuit by you. CCS reserves the right to recover from you any charges incurred in providing onsite assistance.

2.4 We will configure and deliver to your Site the Equipment to be connected by you to the Telecommunications Circuit at your Site

2.5 Whilst we will use reasonable endeavours to provide the Services and/or Equipment to you within any timescales specified by us or agreed with or requested by you, we will not be liable to you for any delay in providing or failure to provide the Services and/or Equipment within such timescales.

2.6 CCS shall not be obliged to provide the Leased Line to you unless and until we have received written confirmation, or (if requested in our discretion) evidence, that all installation work at your premises is complete.

2.7 You shall be responsible for the Charges from the Activation Date.

2.8 We shall allocate a range of Internet Protocol (IP) addresses for your use for machines on your network for the duration of this Agreement. It will be your responsibility to connect the Equipment to, and to configure your machines on, your own network.

### **3 REGRADES AND SHIFTS**

3.1 The bandwidth of an individual Leased Line circuit (a "Circuit") cannot be downgraded to a bandwidth which is below the Circuit bandwidth that was initially provisioned for that particular Circuit. Circuit bandwidths can be upgraded at any time during the Agreement, subject to the payment of revised Charges as notified to you by CCS from time to time. For the avoidance of doubt, the Site Access bandwidth of an EFM Circuit cannot be downgraded or upgraded at any time.

3.2 Once a Circuit's bandwidth is re-graded, the new Circuit bandwidth will be subject to a minimum term ("Minimum Term") of one (1) month and any revised Charges will apply for that Circuit from the date upon which it is re-graded. For example, where a Circuit bandwidth is re-graded from 4Mb to 6Mb, the Minimum Term at 6Mb is one (1) month; thereafter the Circuit's bandwidth may be re-graded either up or down, provided that the re-graded bandwidth is no lower than the original order of 4Mb.

3.3 Site Access bandwidths can be upgraded. Where the existing Site Access bandwidth is within the Minimum Service Period, upgrades will be permitted providing that new Charges and a new Minimum Service Period will apply for the upgrade. The new Minimum Service Period will have a duration of at least twelve (12) months or until the end of the original Minimum Service Period, whichever is the longer. Where a new Minimum Service Period is agreed in respect of any upgrade, this will supersede the existing terms in relation to the applicable Customer Order Form governing the Site Access bandwidths.

3.4 If an external shift is possible, where the existing Site Access is within its existing Minimum Service Period, an external shift will be permitted provided that a new Minimum Service Period is agreed with a duration of at least twelve (12) months or until the end of the existing Minimum Service Period, whichever is the later. Where a new Minimum Service Period is agreed in respect of any upgrade, this will supersede the existing terms in relation to the applicable Customer Order Form governing the Site Access bandwidths. If a shift is not possible, a new Site Access will need to be ordered into the new Site.

### **4 SERVICE PERIOD**

4.1 Unless otherwise terminated or suspended in accordance with this Agreement the following Leased Lines Services shall be provided for the Minimum Service Period from the date of activation:

- 4.1.1 Access;
- 4.1.2 Ethernet;
- 4.1.3 Private Line;
- 4.1.4 EFM;

4.2 On expiry of the Minimum Service Period, the Services will, unless terminated on or before the date of such expiry, automatically renew until terminated pursuant to this Agreement or until a new contract term is agreed between CCS and you, whichever is the latter.

### **5 PROVISION OF SERVICE**

5.1 We may be required to carry out additional construction work prior to or during installation of a Telecommunication Circuit (for example because fibre or copper is not present, or buildings entries are required and/or additional equipment is needed). You may be subject to additional charges for such work as per Clause 7.1 below.

5.2 CCS may monitor the Leased Line Service 24 hours a day, 7 days a week, 365 days a year. Relevant details of this activity are set out in the applicable Service Level Agreement.

## **6 CONDITIONS OF USE**

6.1 You agree that you will be responsible for all use of the Leased Line Services and (unless, we have agreed to supply it as part of the Equipment) for providing anything necessary for you to use the Leased Line Services and which is in addition to any Equipment or service provided by CCS pursuant to this Agreement.

6.2 Broadband Backup speeds are not guaranteed and are subject to availability, according to BT's advertised coverage of exchanges in the UK. Where Broadband is not available, a recommended alternative will be provided.

6.3 With regard to service monitoring of Private Line circuits, the PSTN line for service monitoring is subject to availability, according to BT's advertised coverage of exchanges in the UK. Where service monitoring is not available, a recommended alternative may be provided.

6.4 You agree that we may, from time to time, suspend and/or change your pass phrase (at our discretion if we reasonably believe that such a step is in the interests of security).

6.5 Any managed hardware, and/or routers, which you purchase from us, will be tested by us and configured to meet your basic network and Internet specifications. In the event that you wish to make alterations to configuration of such Equipment, you agree to contact CCS to request such changes. Upon confirmation of authorisation, CCS will make such changes.

6.6 Any fault with the Services and/or the Equipment, which you detect must be reported to us as soon as possible.

## **7 CHARGES**

7.1 You agree to pay for any and all charges in relation to any additional work for installation of; (a) an Access Circuit, (b) an Ethernet Circuit, (c) an EFM Circuit (d) NGA Ethernet or (e) the Resilient Backup. However, prior to incurring such costs, you will be presented with a revised quotation and given the option to proceed or not with the installation work. If you elect not to proceed with the installation of an individual circuit pursuant to this paragraph no costs will be incurred by you in relation to that individual circuit, however, such cancellation shall not cancel any other circuits that you have ordered from CCS, or discharge your obligation to pay the Charges for such circuits, whether or not such orders have been fulfilled.

7.2 Your Service may also be subject to additional charges. These charges are not fixed, but you will be notified of the exact amount of the charge in the event that such a charge becomes payable. All additional charges are payable in advance.

7.3 Abortive Visit Charges We reserve the right to raise an 'Abortive Visit Charge' of £85 exc VAT if an appointment is agreed for work at your Premises and the engineer arrives within the appointment slot but is unable to carry out the work at, or gain access to, your premises. This may be because entry to your premises is refused or no access can be gained or where the person who placed the order or their representative is not available to provide detailed work instruction (i.e. socket location).

7.4 An Abortive Visit Charge will also be imposed when:

7.4.1 order cancellation charges are not applicable but appointments are cancelled or delayed after the contractual cancellation window; or

7.4.2 an escort is not available. This is because Engineers cannot enter premises unescorted or with a person under the age of 18.

7.5 Excess Construction Charges: We may be required to carry out additional construction work prior to or during installation of your Service (for example, additional infrastructure may be needed to provide a new or an extended service at your Premises). Excess Construction Charges will be due and payable in addition to our standard connection charges.

7.6 When Excess Construction is required, a survey will be carried out and charges will be individually assessed. These charges are in addition to the standard connection charges which apply for your Service.

7.7 You agree to pay for any and all charges in relation to any additional work for installation of the Service including the cost of any additional equipment. However, prior to incurring such costs, you will be presented with a revised quotation and given the option to proceed or not with the installation work. If you elect not to proceed with the installation of an individual Service pursuant to this paragraph no costs will be incurred by you in relation to that individual Service, however, such cancellation shall not cancel any other Services that you have ordered from CCS, or discharge your obligation to pay the Charges for such Services, whether or not such orders have been fulfilled.

## **8 TERMINATION**

8.1 Once the Leased Line Service has been activated and is available for you to use, you may only end this Agreement by notice equal to the Minimum Cancellation Notice Period (which shall only expire on or after the Minimum Service Period).

8.2 Termination before the activation date of the service as specified by CCS may be subject to any charges incurred by CCS and CCS reserves the right to recover from you any charges incurred.

## **9 INSTALLATION SERVICE**

9.1 The following terms shall apply where you have opted for CCS's Installation Service.

9.2 An engineer will visit your premises to connect the CPE to the Leased Line Circuit. We shall use our reasonable endeavours to ensure that the Leased Line circuit is in a working state prior to leaving your premises, however, in the event that we are able to connect the CPE but we are unable to sign off the Circuit due to a carrier fault, we will contact you once the fault has been resolved to confirm whether or not the Circuit is operational. You will not be liable for the Charges until the Circuit is confirmed as operational.

9.3 We will perform the following hardware installation tasks, unless otherwise agreed between us. For the avoidance of doubt, the Access hardware will, by default be configured to act as a Terminating Device only. The installation tasks will include:

9.3.1 the installation and configuration of the proposed hardware appliance(s);

9.3.2 configuration of the hardware by default to act as a terminating device to the Leased Line;

9.3.3 any bespoke requests will be accepted on a project by project basis and may be chargeable;

9.3.4 the backup and storage of a copy of the OS configuration at the time of installation sign off;

9.3.5 the performance of operational and performance tests;

9.3.6 reporting portal access and authentication tests – office set up;

9.3.7 establishment of management, monitoring and reporting communications;

9.3.8 where appropriate, the setup of additional resilience i.e. high availability if ordered and if possible test failover;

9.3.9 any bespoke technical development required to verify a given configuration before implementation

9.4 Before any work is undertaken pre-installation checks must be completed to avoid any un-necessary delay or costs. CCS reserves the right to charge for additional visits due to the installation not being completed as a direct result of either the Scope of Works pre-requisites not being met and/or any pre configuration forms not being completed correctly or on time. The pre installation checks shall be undertaken by you at least 5 days in advance of the Installation Services being performed. Assistance will be provided by a qualified CCS engineer at no cost by telephone.

9.5 For the avoidance of doubt, the Installation Services cannot take place until we receive a signed copy of the Scope of Works and confirmation that the following pre-requisites have been met:

9.5.1 a 240V power socket is required for each individual router as well as any resilience units i.e. High Availability pairs;

9.5.2 we will require either an UTP/RJ45 connection to connect the router to your network. We will supply X-cover cables where necessary (router to firewall);

9.5.3 the router can only be connected to a UTP based network; it may be necessary to supply an additional 4-port UTP/BNC hub (charged separately). If a hub is required an additional 240V power socket will be required;

9.5.4 the network connection should preferably be within 2 metres of the proposed installation of the Access router however a maximum of 10m can be accepted;

9.5.5 a free local TCP/IP address is required for both the Router and any subsequent appliances;

9.5.6 an indication of any other devices, firewalls, switches, servers etc that may cause communication issues between the router and the network must be clearly identified and a network diagram provided where possible;

9.5.7 all security, access and change control processes to be actioned prior to the visit; and

9.5.8 named contact with suitable access rights is to be provided by you to us.

9.6 The Charges for the Installation Service are subject to the following assumptions:

9.6.1 the site at which the Installation Service will be performed has no redundant hardware onsite to decommission, remove from site and/or dispose of;

9.6.2 the site at which the Installation Service will be performed is within mainland UK in a major town or city and with no impediment to road travel;

9.6.3 the Installation Service shall take a maximum of 2 hours (commencing from the time of the scheduled appointment, regardless of the time that the engineer actually commences the installation); and

9.6.4 that the Installation Service shall be performed between the hours of 09:00 to 17:00, Monday to Friday excluding public holidays

9.7 Where the assumptions set out at clause 9.6 above are not met, we reserve the right to increase the Charges payable for the Installation Services.

9.8 Upon completion of the Installation Services a Project Signoff Certificate shall be issued by CCS. This document shall certify that the Installation Services have been carried out to your reasonable satisfaction.

9.10 Upon termination of the Installation Services for any reason, all sums due to CCS shall become immediately payable by you without set-off or deduction.

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