

# Service Specific Terms – Leased Line

These Service Specific Terms were published on the 1<sup>st</sup> day of April 2019.  
For previous versions, see [www.connx.co/terms-and-conditions](http://www.connx.co/terms-and-conditions)



## 1 Agreement

- 1.1 Each Order between you and Cellular UK Ltd (Trading as Connx), will incorporate the General Terms & Conditions and any applicable Service Specific Terms (together, the Agreement).
- 1.2 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) any agreed amendment/Amendment Notice, (2) Order, (3) Service Specific Terms, (4) General Terms & Conditions.

## 2 Services

- 2.1 Cellular UK Ltd (Trading as Connx), agrees that it will, as and from the Go Live Date, provide the Subscribed Services to the Customer on the terms of this Agreement.
- 2.2 Cellular UK Ltd (Trading as Connx), shall exercise the reasonable skill and care of a competent communications provider in providing the Subscribed Services and if required, in determining how best to provide the Subscribed Services to a Site.
- 2.3 Cellular UK Ltd (Trading as Connx), shall use reasonable endeavours to provide the Subscribed Services in accordance with the Service Levels, but all dates are estimates and except as set out in the service guarantee provisions, Cellular UK Ltd (Trading as Connx), has no liability for failure to meet any date.
- 2.4 The Service Minimum Period and notice period for the Subscribed Services shall be as provided for in the relevant Order.

## 3 Faults

- 3.1 Cellular UK Ltd (Trading as Connx), shall supply monitoring and management of the Subscribed Services 24 hours a day 7 days a week together with pre-emptive Service Failure reporting to the Customer whenever reasonably possible.
- 3.2 In the event that any Service Failure is experienced by the Customer that has not been identified by Cellular UK Ltd (Trading as Connx), the Customer must report the Service Failure in accordance with the fault procedures for the Subscribed Service (available on request).
- 3.3 For Point to Point and Wires Only Leased Line Services, clause 3.1 does not apply and the Customer will be responsible for the submission of Service Failure reports to Cellular UK Ltd (Trading as Connx),.
- 3.4 Cellular UK Ltd (Trading as Connx), shall assign a Priority Level to any Service Failure reported to Cellular UK Ltd (Trading as Connx), in accordance with the Service Failure classification matrix in clause 3.6.
- 3.5 Cellular UK Ltd (Trading as Connx), shall use reasonable endeavours to clear Service Failures within the time scales specified within the Service Failure classification matrix set out in clause 3.6.
- 3.6 The Service Failure classification matrix set out below outlines the description, resolution and scheduled update frequencies for the associated Service Failure priorities:

Priority Level	Description	Target Resolution Time	Response Time
High	Total loss of service resulting from a single event. User has total loss of service/product or degraded beyond usable limits.  Degraded service, e.g. Errors, packet loss to router interface, inability to transmit/receive where business operations are severely impacted	Ethernet: 6 hours  Other services (Etherway Copper, Superfast GEA, EFM): 8 hours  (extended to 16 hours if it is the result of a Fibre break)	1 hour followed by updates each hour

Medium	Partial loss of service or degradation of service resulting from a single event. Partial loss where service is intermittent or slow throughput.  Dribbling errors; packet loss less than 25%; slow throughput	36 hours	5 hours
Low	Service enhancement that requires a change to the existing service and/or Cellular UK Ltd (Trading as Connx), Network components that will facilitate the service. (Service enhancements exclude speed upgrades which are considered on a case-by-case basis and Cellular UK Ltd (Trading as Connx), shall endeavour to resolve such requests within 15 Business Days	3 Business Days	

- 3.7 The Customer understands and accepts that it may be necessary to extend the timescales in the Service Failure classification matrix above due to the complexity of the Service Failure classification matrix or where Cellular UK Ltd (Trading as Connx), is dependent on a third party for resolution of the Service Failure. In such circumstances, Cellular UK Ltd (Trading as Connx), shall use reasonable endeavours to eliminate or reduce impact of the Service Failure on the Subscribed Services by provision of a workaround, with permanent correction to follow.
- 3.8 Cellular UK Ltd (Trading as Connx), will clear a Service Failure reported to Cellular UK Ltd (Trading as Connx), by the Customer in accordance with the Agreement and a Service Failure report will be considered to have been cleared where either:
  - 3.8.1 it is corrected by Cellular UK Ltd (Trading as Connx), (including the provision of a temporary fix); or
  - 3.8.2 Cellular UK Ltd (Trading as Connx), has investigated the Service Failure and Cellular UK Ltd (Trading as Connx),’ initial fault diagnostic testing indicates that the Service Failure is not found and/or is not the fault of Cellular UK Ltd (Trading as Connx), or its immediate suppliers, and this has been confirmed by Cellular UK Ltd (Trading as Connx), to the Customer.

## 4 Service Levels

- 4.1 Cellular UK Ltd (Trading as Connx), will deliver the Ethernet service by midnight on the Target Go Live Date with handover notices made available the following Business Day. If Cellular UK Ltd (Trading as Connx), fails to do this, the Customer shall be

entitled to Service Credits as set out below:

Number of working days beyond Target Go Live Date	Percentage of Installation Charge for the Circuit to be credited to the Customer
1 – 10	5%
11 – 15	10%
16 – 20	15%
More than 20	20%

- 4.2 In the event that the Go Live Date of the Subscribed Service is delayed by more than sixty (60) days after the Target Go Live Date and it cannot be demonstrated that the delay is caused by circumstances beyond Cellular UK Ltd (Trading as Connx),’ reasonable control, then in addition to the compensation set out in clause 4.1 above, the Customer shall have the right to terminate the relevant Subscribed Service. The compensation and the right to terminate the relevant Subscribed Service in the circumstances set out herein shall comprise the Customer’s sole remedy in respect of such a delay of the Target Go Live Date.
- 4.3 Repair times for non Subscribed Service affecting faults will be agreed on a case by case basis. No Service Credits shall be payable for failure to repair non Subscribed Service affecting faults within the Target Repair Time.
- 4.4 Cellular UK Ltd (Trading as Connx), will allow the Customer Service Credits of 10% of the monthly rental charge in respect of each hour or part of hour beyond the target threshold.
- 4.5 Any Service Credits due to the Customer shall be the Customer’s sole and exclusive remedy with respect to such Service Failures and shall be in lieu of any other remedy which the Customer may have at law.
- 4.6 The maximum compensation that the Customer can receive for late provision is an amount equal to 20% of the Installation Charge for the Circuit.
- 4.7 The maximum compensation for Unavailable time the Customer can receive in any month is an amount equal to 100% of the Rental Charge due in respect of that service for the month in which the Service Failure(s) occur and the maximum compensation in aggregate the Customer can receive is an amount equal to 35% of the annual Rental Charges for the period covered by a 12 month cycle, the first such cycle starting on the Go Live Date.
- 4.8 Any Service Credits payable under clause 4.1 will be offset against the Installation Charges by Cellular UK Ltd (Trading as Connx), on the Customer’s invoice in respect of the Installation Charges.
- 4.9 Any Service Credits payable under clause 4.4 will be credited on the Customer’s invoice for Rental Charges for the following billing period unless the Circuit is terminated in which case a specific payment will be made. Cellular UK Ltd (Trading as Connx), may offset all or part of any such amounts against any outstanding amounts due for the Subscribed Service which have not been paid by the Customer, except where these amounts may be disputed.

## 5 Exclusions from Service Availability and Service Credits

- 5.1 The Service Levels, service guarantees and any Service Credits will not apply if:
- 5.1.1 the failure by Cellular UK Ltd (Trading as Connx), is due to the Customer’s own network or equipment or any other network or equipment outside the Cellular UK Ltd (Trading as Connx), network;
- 5.1.2 the Customer is in breach of any part of the Agreement or Cellular UK Ltd (Trading as Connx), suspends the Subscribed Service or any part of it in accordance with the Agreement;
- 5.1.3 through no fault of its own or because of circumstances beyond its reasonable control, Cellular UK Ltd (Trading as Connx), (or its staff, suppliers or agents) are unable to carry out any necessary work at, or gain access to the Customer’s Site or the Customer fails to agree an appointment date or work is aborted;
- 5.1.4 the Customer and Cellular UK Ltd (Trading as Connx), agree a different timescale for performance of the Subscribed Service, but will apply to any new Target Go Live Date agreed, provided that the new date is after any previous Target Go Live Date(s);
- 5.1.5 reasonable assistance is required or information is reasonably requested by Cellular UK Ltd (Trading as Connx), or a service

provider from the Customer or a third party and such assistance or information is not provided;

- 5.1.6 through no fault of its own, Cellular UK Ltd (Trading as Connx), is unable to obtain any necessary permissions or consents required in connection with the performance of a particular Service Level;
- 5.1.7 the failure is due to a Force Majeure event;
- 5.1.8 the failure is due to a scheduled outage of the Subscribed Service;
- 5.1.9 the failure is due to an inaccurate Order being submitted by the Customer; or
- 5.1.10 the Service Failure is not reported in accordance with the Agreement.

## 6 Equipment

- 6.1 All Equipment shall remain the property of Cellular UK Ltd (Trading as Connx), or its service providers at all times.
- 6.2 The Customer agrees to:
- 6.2.1 prepare the Site and provide a suitable place, conditions, connection points and electricity for Cellular UK Ltd (Trading as Connx),’ or its service providers’ Equipment at the Site in accordance with the reasonable instructions of Cellular UK Ltd (Trading as Connx), (or its staff, suppliers or agents);
- 6.2.2 obtain all necessary consents, including for example, consents for any necessary alterations to buildings, permission to cross other people’s land or permission to put Cellular UK Ltd (Trading as Connx),’ or its service providers’ Equipment on their property.
- 6.3 The Customer is responsible for Cellular UK Ltd (Trading as Connx),’ and its service providers’ Equipment and agrees to take reasonable steps to ensure that nobody (other than someone authorised by Cellular UK Ltd (Trading as Connx),) adds to, modifies or in any way interferes with it. The Customer will be liable to Cellular UK Ltd (Trading as Connx), for any loss of or damage to Cellular UK Ltd (Trading as Connx), Equipment, except where such loss or damage is due to fair wear and tear or is caused by Cellular UK Ltd (Trading as Connx), or anyone acting on Cellular UK Ltd (Trading as Connx),’ behalf.
- 6.4 Any equipment connected to the Subscribed Service must be:
- 6.4.1 technically compatible with the Subscribed Service and not harm the Cellular UK Ltd (Trading as Connx), Network, the Subscribed Service or Cellular UK Ltd (Trading as Connx), Equipment or another party’s network or equipment; and
- 6.4.2 connected and used in line with any relevant instructions or laws.
- 6.5 The Customer agrees to connect equipment to the Subscribed Service only by using the network termination equipment provided by Cellular UK Ltd (Trading as Connx), with the Subscribed Service.
- 6.6 Cellular UK Ltd (Trading as Connx), will not be liable for failure to meet any Service Level or other obligations under this Agreement if any equipment is found to be connected otherwise than in accordance with this clause.
- 6.7 Cellular UK Ltd (Trading as Connx), reserves the right to disconnect any Customer equipment if the Customer does not fulfil its obligations under this clause or if in the reasonable opinion of Cellular UK Ltd (Trading as Connx), Customer-provided apparatus is liable to cause the death of, or personal injury to any person.

## 7 Access and Site Regulations

- 7.1 The Customer agrees to take reasonable steps to provide access to the Customer’s Site including for the purpose of installation and use of the Cellular UK Ltd (Trading as Connx), Equipment at the Customer’s Site.
- 7.2 Cellular UK Ltd (Trading as Connx), agrees to observe the Customer’s reasonable Site safety and security requirements.
- 7.3 The Customer agrees to provide a suitable and safe working environment for Cellular UK Ltd (Trading as Connx), at the Customer’s Site. The Customer agrees to indemnify Cellular UK Ltd (Trading as Connx), against all loss, damages, liabilities, costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against Cellular UK Ltd (Trading as Connx), if the Customer is in breach of this sub-clause.
- 7.4 It is the responsibility of the Customer to carry out any making good or decorator’s work required but Cellular UK Ltd (Trading as

Connx), accepts responsibility for any property damage caused by Cellular UK Ltd (Trading as Connx),’ negligence subject to the limitation of liability provisions of the Agreement.

## **8 Charges**

- 8.1 The Customer shall pay to Cellular UK Ltd (Trading as Connx), the Installation Charges and Rental Charges and any other charges due under the Agreement. Such charges shall be invoiced monthly in advance. The first billing period shall commence on the Go Live Date.
- 8.2 Where any Go Live Date is delayed at the Customer’s request or by virtue of the Customer’s act, neglect or failure to fulfil its obligations hereunder, the Rental Charges for the first billing period and Installation Charges for that service shall be payable no later than the Target Go Live Date for that service unless otherwise agreed in writing between the parties.
- 8.3 Cellular UK Ltd (Trading as Connx), shall be entitled to increase Rental Charges and other charges payable by the Customer after expiry of the Minimum Period from time to time by giving the Customer not less than fourteen (14) days’ prior written notice.
- 8.4 Cellular UK Ltd (Trading as Connx), reserves the right to pass on to the Customer on a cost-plus basis (adding 15%) any charges levied by the service provider to which it is exposed as a result of the Customer and/or its Users’ actions.

## **9 Definitions**

- 9.1 Definitions used in the General Terms & Conditions shall also apply to the Service Specific Terms.

<b>Circuit</b>	a Leased Line circuit whether for the provision of Internet Leased Line Services or Point to Point Leased Line Services
<b>EFM</b>	stands for Ethernet in the First Mile, which means using ethernet protocols up to the Customer premises.
<b>Installation Charge</b>	the charges payable for installation of Equipment and for the commissioning and configuration of Services, as specified in the Order or as subsequently varied in accordance with the terms of the Agreement. Part of the Go Live Charge (as defined in the General Terms & Conditions).
<b>Internet Leased Line Services</b>	a dedicated, private, fixed capacity circuit delivered from the Cellular UK Ltd (Trading as Connx), Network to the Customer Site with internet connectivity. Such services may share infrastructure with the Cellular UK Ltd (Trading as Connx), Network and/or that of other service providers. Such services are delivered as a fully managed service with 24/7 remote monitoring and management by Cellular UK Ltd (Trading as Connx), network operations.
<b>Leased Line</b>	a circuit provided by Cellular UK Ltd (Trading as Connx), which encompasses both Ethernet services and EFM services.
<b>Point to Point Leased Line Services</b>	a dedicated, private, fixed capacity circuit delivered point to point between sites agreed between Cellular UK Ltd (Trading as Connx), and the Customer. Such services do not share infrastructure with the Cellular UK Ltd (Trading as Connx), Network and will be delivered as a standalone service which will not be monitored by Cellular UK Ltd (Trading as Connx),.
<b>Service Minimum Period</b>	the minimum contractual term applicable to the Subscribed Service, as detailed in the applicable Order.