

Supplementary terms for the supply of Broadband Services

The Services set out in these Supplementary Terms shall be supplied by VSL to the Client on the terms and conditions set out in VSL's General Terms and Conditions and these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Bandwidth' means data transfer rate.
- 1.2 'Broadband' means an asymmetrical, contended Tail Circuit that is based on (a) single copper pair connectivity between the Client's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange (b) fibre connectivity between the Client's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange or (c) single copper pair connectivity between the Client's premises and the Exchange.
- 1.3 'Broadband Services' means Core Network Services, Tail Circuit Services and access to the Public Internet.
- 1.4 'Core Network' means VSL's telecommunication network extending between its various Points of Presence.
- 1.5 'Core Network Services' means the services as set out in the Order, provided to the Client by VSL including the availability and monitoring of the Core Network.
- 1.6 'Customer Premises Equipment' ('CPE') means Equipment which facilitates connection to the Broadband Services, including router(s) and modems.
- 1.7 'Data Allowance' means the monthly maximum data throughput which is included in the monthly Charge.
- 1.8 'Downtime' means a period during which the Broadband Services are not available for use.
- 1.9 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, VSL is unable to provide prior notice of.
- 1.10 'Emergency Video Relay Service' means a video service for the relaying calls to the emergency services using sign language.
- 1.11 'End User' means a user of the Services subscribed to by the Client.
- 1.12 'General Conditions' means the prevailing General Conditions of Entitlement published by Ofcom from time to time pursuant to its powers under the Communications Act.
- 1.13 'Line' means connection to an exchange, which may be one of a single analogue line, a line in a multi-line group, an ISDN2 line comprising a two-channel digital line or a single ISDN30 line.
- 1.14 'Local Area Network' ('LAN') means the Client's local area network which is connected to the customer-network-facing port(s) of the Customer Premises Equipment.
- 1.15 'Managed Service' means the provision of Broadband Services including the Client-premises based Network Terminating Equipment and the provision and remote management of the Customer Premises Equipment.
- 1.16 'Microenterprise or Small Enterprise Customer' means a Client who meets the definition for the same as set out in the General Conditions or is a Not for Profit Customer.
- 1.17 'Network' means VSL's Core Network and any Tail Circuits attached thereto.
- 1.18 'Not for Profit Customer' means a Client who meets the definition for the same as set out in the General Conditions.
- 1.19 'Outage' means the Client's circuit is unable to transmit or receive data.

- 1.20 'Planned Maintenance' means any period of maintenance for which VSL has provided prior notice.
- 1.21 'Point of Presence' means a termination of the Core Network at an exchange, which may be a telephone exchange, data centre or an internet exchange.
- 1.22 'PSTN' means public switched telephone network or successor technology.
- 1.23 'Services' means Broadband Services and management services including helpdesk and maintenance services.
- 1.24 'Site' means the Client- owned or occupied location(s) as set out in the Order, at which VSL's Tail Circuit Services terminate.
- 1.25 'Tail Circuit' means the telecommunications circuit which links the Client's Site to the Core Network.
- 1.26 'Tail Circuit Services' means the services provided by VSL for the connection of the Client's local area network to the Core Network as set out in the Order.
- 1.27 'Wires Only Service' means the provision of Broadband Services including the Client-premises based Network Terminating Equipment, but excluding the provision of Customer Premises Equipment and remote management thereof.

2. TERM

- 2.1 This Agreement will be effective from the Commencement Date and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 VSL shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to Charges and any other changes to the terms of this Agreement; and
 - 2.2.1 If the Client expressly agrees to an Additional Term, this Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term; or
 - 2.2.2 If the Client is a Microenterprise or Small Enterprise Customer and does not expressly agree to an Additional Term, this Agreement shall continue to run until terminated by either party at any time in accordance with the provisions of sub-clause 9.1.2; or
 - 2.2.3 If the Client is not a Microenterprise or Small Enterprise Customer and does not expressly agree to an Additional Term but neither serves notice to terminate, this Agreement shall continue to run (subject to the changes notified under the provisions of sub-clause 2.2) for an Additional Term; or
 - 2.2.4 If the Client serves notice to terminate in accordance with the provisions of sub-clause 9.1, the Agreement will terminate on expiry of the current term (Minimum Term or Additional Term, as applicable).

3. PROVISION OF SERVICES

- 3.1 The Services comprise the following Service Components:
 - 3.1.1 The provision of Tail Circuit Services;
 - 3.1.2 The provision of Core Network Services;
 - 3.1.3 The provision of transit and routing of email and internet traffic;
 - 3.1.4 The provision of access to the Public Internet;
 - 3.1.5 The provision of helpdesk services during the hours set out in the Service Schedule;
 - 3.1.6 The initial configuration of Customer Premises Equipment that has been supplied by VSL;The Service Components to be provided under the terms of this Agreement are set out in the Order and are fully described in the Service Schedule.
- 3.2 For the avoidance of doubt, VSL shall not provide email, domain name or web-space facilities under the terms of this Agreement.

- 3.3 VSL shall provide IP data packets to the boundary of the Client's network, that is, the customer-network-facing connection to the Customer Premises Equipment, or, if the Broadband Service is delivered as a Wires Only Service, the customer-network-facing connection to the Network Terminating Equipment.
- 3.4 VSL shall use reasonable endeavours to provide the Broadband Services twenty four hours per day, subject to the limitations set out in this Agreement.
- 3.5 VSL shall use reasonable endeavours to provide each of the Services set out in the Order to the Client subject to acceptance of the Client's Order, from the RFS Date. During the Run-Up Period, VSL shall carry out the necessary pre service-provision activities, including, where applicable, Site survey(s), installation work and agreement of the RFS Date with the Client.
- 3.6 The Client acknowledges that the RFS Date shall not be dependent on any planned migration onto the relevant Services or when the Client commences using the Services.
- 3.7 VSL shall not be obliged to provide the Broadband Services prior to the completion of all construction and installation work at the Client's premises, which may or may not be under the control of VSL.
- 3.8 During the term of this Agreement, VSL shall be entitled to:
 - 3.8.1 Change the technical specification of the Broadband Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Services;
 - 3.8.2 Make alterations to the Broadband Services. Such alterations may result in temporary disruption to the Broadband Services and VSL will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.9 VSL cannot guarantee and does not warrant that the Broadband Services will be free from interruptions, including:
 - 3.9.1 Interruption of the Broadband Services for operational reasons and temporary degradation of the quality of the Broadband Services;
 - 3.9.2 Interruption of the connection of the Broadband Services to other network services provided by either VSL or a third party; and
 - 3.9.3 Any such interruption of the Broadband Services referred to in this sub-clause shall not constitute a breach of this Agreement.
- 3.10 Although VSL will use reasonable endeavours to ensure the accuracy and quality of the Services, the Services are provided on an "as is" basis and VSL does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Services.

4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Broadband Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by VSL from time to time.
- 4.2 The Client agrees to ensure that the Broadband Services are not used by its End Users to:
 - 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
 - 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including those of quiet enjoyment, privacy and copyright;
 - 4.2.3 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Broadband Services, its suppliers or third parties;
 - 4.2.4 Carry out any fraudulent, criminal or otherwise illegal activity;
 - 4.2.5 Obtain access to restricted areas of the Network, data, systems or services;
 - 4.2.6 In any manner which in VSL's reasonable opinion brings VSL's name into disrepute;

- 4.2.7 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
- 4.2.8 Falsify true ownership of software or data contained in a file that the Client or End User makes available via the Broadband Services;
- 4.2.9 Falsify user information or forge addresses;
- 4.2.10 Act in any way which threatens the security or integrity of any computer system;
- 4.2.11 Violate general standards of internet use, including denial of service attacks, unauthorised IP or port multicasting, spoofing, broadcasting, translation, routing, web page defacement and port or number scanning;
- 4.2.12 Connect to the Broadband Services insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of VSL's Network or any other third-party system;
- 4.2.13 Send email to anyone who does not wish to receive it.
- 4.2.14 Immediately notify VSL of such contravention.
- 4.3 The Client acknowledges that it responsible for all data and/or traffic originating from the equipment and/or networks that it has connected to the Broadband Services.
- 4.4 If the Client becomes aware that equipment under its control is generating data and/or traffic which contravenes this Agreement, the Client agrees to:
 - 4.4.1 Immediately disconnect (and subsequently secure prior to reconnection) such equipment;
 - 4.4.2 Immediately notify VSL of such contravention.
- 4.5 The Client acknowledges that it is solely responsible for its and its End User's to use of the Public Internet and any web pages accessed using the Broadband Services.
- 4.6 The Client agrees not use the Broadband Services to disrupt or attempt to disrupt any other user's internet experience.
- 4.7 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify VSL against any third-party claims arising from the Client's breach of the terms of this clause 4.

5. CLIENT'S OBLIGATIONS

During the term of this Agreement, the Client shall:

- 5.1 Pay all additional Charges levied by VSL, including those arising from usage-based components of the Broadband Services.
- 5.2 Ensure that user-names, passwords and personal identification numbers are kept secure and:
 - 5.2.1 On a regular basis, change access passwords for all equipment that in the Client's reasonable opinion, may be liable to access by unauthorised persons;
 - 5.2.2 Change passwords as appropriate when employees leave;
 - 5.2.3 Use strong passwords;
 - 5.2.4 Immediately notify VSL in the event that, or there is reasonable suspicion that such information has become known to any unauthorised person;
 - 5.2.5 Acknowledge that VSL shall be entitled to temporarily suspend the Broadband Services and / or change the Client's passwords in the event that in VSL's reasonable opinion, unauthorised persons may have access to the Broadband Services.
- 5.3 Ensure that the Equipment is not moved from its installed location unless expressly authorised to do so in advance by VSL and that its operating environment is kept within any limits specified by its manufacturer.

- 5.4 Agree that in all instances where it attaches equipment that has not been provided by VSL to the Broadband Services that such equipment shall be:
- 5.4.1 Technically compatible with the Broadband Services;
 - 5.4.2 Conformant with all regulatory standards;
 - 5.4.3 Configured / programmed by the Client;
 - 5.4.4 If the Broadband Services are supplied as a Managed Service, connected to the customer-network-facing connection on the Customer Premises Equipment / otherwise connected to the Local Area Network;
 - 5.4.5 If the Broadband Services are provided as a Wires Only Service, connected to the customer-network-facing connection on the Network Terminating Equipment / otherwise connected to the Local Area Network;
 - 5.4.6 Conformant with any instruction issued by VSL in relation thereto; and
 - 5.4.7 Not installed, configured, maintained or supported by VSL under the terms of this Agreement.
- 5.5 Accept that if it attaches equipment that does not comply with the provisions of sub-clause 5.4 and such equipment in the reasonable opinion of VSL is causing disruption to the Broadband Services, VSL shall be entitled to suspend the provision of the Broadband Services until such equipment is disconnected from the Broadband Services.
- 5.6 Accept that VSL shall not be liable for failure to meet any service levels or any failure of the Broadband Services resulting from the Client's failure to comply with the provisions of clause 5.4.
- 5.7 Accept that it is the Client's sole responsibility to take all reasonable steps to prevent the introduction of viruses into the Broadband Services via the Client's equipment or software.
- 5.8 Be solely responsible for the configuration of its internal Local Area Network, and agree that any interruption in or to the Broadband Services which result from the configuration of the Client's LAN shall not be regarded as interruption in or suspension of the Broadband Services provided by VSL.
- 5.9 Agree that VSL may at any time scan any IP addresses allocated under the terms of this Agreement, for anything which may compromise the security of VSL's network (including open relays and open proxies).
- 5.10 Acknowledge that static IP addresses allocated under the terms of this agreement shall only be allocated for the duration of this Agreement, and shall remain VSL's property at all times.
- 5.11 Be solely responsible for ensuring compliance with the terms of licence of any software that it supplies for use with the Broadband Services.
- 5.12 Promptly report to VSL any Fault that arises in the Broadband Services.
- 5.13 Prior to reporting a Fault in the Broadband Services to VSL, the Client shall use reasonable endeavours to determine that the Fault does not lie in its LAN or other Client-supplied equipment that is attached to the Broadband Services.
- 5.14 In the event that VSL provides a Wires Only Service, as set out in the Order, the Client shall be responsible for providing initial diagnosis in the event of the Client-reported malfunction in the Broadband Services.
- 5.15 If the Client reports Fault, it agrees to accept up to two hours Downtime to allow VSL to carry out intrusive testing.
- 5.16 Acknowledges that on occasions including arrangement of Site surveys, installations, and during Fault diagnosis, VSL's supplier may contact the Client directly.

6. VSL'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, VSL shall:

- 6.1 Provide and maintain the Services set out in this Agreement.

- 6.2 Save when the Broadband Services are to be delivered as a Wires Only Service, deliver fully configured and tested Equipment for the termination of the Broadband Services at the Client's Site;
- 6.3 Save when the Broadband Services are to be delivered as a Wires Only Service, install the Equipment and necessary cabling at the Client's Site. VSL shall use reasonable endeavours to route cables and locate Equipment as requested by the Client, however if in VSL's reasonable opinion it is not practical to accommodate the Client's request, VSL's alternative shall be binding.
- 6.4 Configure the Broadband Services and on the RFS Date conduct commissioning tests to ensure that the Broadband Services are functioning correctly.
- 6.5 Make reasonable endeavours to provide the Broadband Services by the agreed RFS Date.
- 6.6 Respond to Fault reports made by the Client and make reasonable endeavours to repair any fault that arises within the Broadband Services.
- 6.7 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons VSL may place on the Broadband Services.
- 6.8 During the Working Day, monitor the performance of the Broadband Services and if an Outage or other degradation of service occurs, use reasonable endeavours to restore the Broadband Services as quickly as possible.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 VSL shall be entitled to perform routine or unscheduled maintenance activities that may limit or suspend the availability of the Broadband Services. VSL shall:
 - 8.1.1 Provide seven days notice of Planned Maintenance;
 - 8.1.2 If it is necessary for VSL to perform Emergency Maintenance, VSL shall use reasonable endeavours to provide prior notice and if it is not possible to provide prior notice, shall notify the Client as soon as reasonably practicable after the commencement of such maintenance;
 - 8.1.3 VSL shall use reasonable endeavours to ensure that any disruption caused to the Client by such maintenance shall be minimised;
 - 8.1.4 Any disruption to or suspension of the Services pursuant to this clause 8.1 shall not be deemed to be a breach of the terms of this Agreement.
- 8.2 The Client acknowledges that VSL exercises no control over and accepts no responsibility for information, services and content accessible via the Broadband Services and / or Public Internet and that it accesses such information, services and content entirely at its own risk.
- 8.3 The Client acknowledges that VSL or its sub-contractor will require access to the Client's Sites to install Equipment.
- 8.4 If an appointment is made with the Client for a visit to Site and that at the appointed time VSL is unable to access the Client's Site, or the appointment is otherwise broken by the Client with less than two Working Days' notice, VSL shall be entitled to charge the Client at the rate set out in the Tariff; and
 - 8.4.1 If the Client breaks an appointment for the installation of Equipment and fails to agree a further installation date which falls within thirty days of the date of the broken appointment, VSL shall be entitled to terminate this agreement and recover costs as set out in clause 10.
- 8.5 The Client permits VSL to use and store origin, destination, duration, route and time of data transmitted over the Broadband Services, exclusively for the purposes of:
 - 8.5.1 Collating statistics for network planning purposes; and
 - 8.5.2 Providing such data to government security agencies in response to specific requests.

- 8.6 If VSL ceases to trade and upon written notice given by VSL's supplier, VSL's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to VSL's supplier or to its nominee.
- 8.7 Use of the Services and associated Equipment by the Client constitutes acceptance of the terms and conditions of this Agreement.
- 8.8 If VSL receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order, the Client will do everything reasonably required by VSL to ensure that VSL will be in compliance with their respective obligations in respect of the provision of the Broadband Services.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
 - 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate on the last day of the Minimum Term or at the end of any Additional Term thereafter;
 - 9.1.2 If the Client is a Microenterprise or Small Enterprise Customer and there is no Minimum Term or Additional Term in force by either party giving the other not less than ninety days' notice in writing to terminate at any time;
 - 9.1.3 If the Client is a Microenterprise or Small Enterprise Customer and VSL makes a Variation other than those contemplated in sub-clauses 22.3, 9.11 and 9.12 of the General Terms and Conditions, and such Variation is, in the reasonable opinion of the Client, disadvantageous to the Client, the Client shall be entitled to terminate this Agreement by giving reasonable notice to terminate on the day immediately before the Effective Variation Date without incurring termination Charges.
 - 9.1.4 The Client by giving thirty days written notice if VSL makes changes to the Services which materially adversely affect the Client;
 - 9.1.5 Immediately by VSL in the event that it is so instructed by government or a regulatory body;
 - 9.1.6 By VSL providing fourteen days notice to terminate at any time if VSL's supplier gives notice to terminate the supply of underlying services to VSL.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation shall be raised by VSL immediately following the Commencement Date, invoices for fixed periodic Charges shall be raised in advance of the relevant period and invoices for all data Charges incurred, if applicable, whether incurred with the authorisation of the Client or not, during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 10.2 VSL shall commence charging for the Broadband Services from the RFS Date, regardless of the date on which the Client commences use of the Broadband Services. In the event that the RFS Date does not correspond with VSL's invoicing period as set out in the Order, VSL shall charge the Client at a pro-rata rate for the first invoicing period.
- 10.3 The Client acknowledges that the prices quoted in VSL's literature and in the Order are estimates based on the rates prevailing at the time the Order is placed and as such are subject to change and the rate charged will be the rate in force on the RFS Date.
- 10.4 Installation Charges set out in the Order may be an estimate. If during or following VSL's survey, to be carried out during the Run-Up Period, VSL identifies additional installation costs ('Excess Construction Charges'):
 - 10.4.1 VSL shall notify the Client of such Excess Construction Charges as soon as reasonably practicable;
 - 10.4.2 The Client shall within seven Working Days notify VSL of acceptance or non-acceptance of such Excess Construction Charges;

- 10.4.3 All work to provision the Services shall be suspended by VSL until such notice is received;
- 10.4.4 If the Client does not accept such Excess Construction Charges, the Client shall be entitled to terminate this Agreement forthwith without incurring cancellation Charges;
- 10.4.5 If the Client does not notify VSL of acceptance of such Excess Construction Charges within seven Working Days, VSL shall be entitled to terminate this Agreement and charge the Client for costs reasonably incurred.
- 10.5 If VSL requires more time than it reasonably expects to complete an installation at the Client's Site and such additional time is not due to VSL's negligence, VSL shall be entitled to charge the Client for the additional time.
- 10.6 The Client acknowledges that the Charges for the Minimum Term are calculated by VSL in consideration inter alia of the setup costs to be incurred by VSL and the length of the Minimum Term offered.
- 10.7 The Client shall be liable for additional Charges as set out in the Tariff, if the monthly Data Allowance is exceeded.
- 10.8 If the Customer Premises Equipment is repaired or replaced, VSL shall be entitled to charge for the reconfiguration of such repaired or replaced CPE, as set out in the Tariff.
- 10.9 The Client shall be liable for termination Charges, which shall be paid by way of liquidated damages in the event of:
 - 10.9.1 Termination of this Agreement by the Client for convenience during the Run-Up Period or otherwise prior to the end of the Minimum Term, or termination of this Agreement by VSL during the Run-Up Period or otherwise prior to the end of the Minimum Term by reason of the Client's un-remedied breach of the terms of this Agreement, the Client shall be liable for:
 - a) Payment of all outstanding installation and Excess Construction Charges, including repayment of any discounts that may have been applied thereto;
 - b) Payment of all Services Charges and Equipment rental Charges due up to the end of the Minimum Term;
 - c) Payment of any other discounts, subsidies, contributions or benefits that may have been applied;
 - d) Payment of any cease Charges set out in the Tariff;
 - e) Payment of any additional termination Charges levied by VSL's supplier.
 - 10.9.2 Termination of this Agreement by the Client for convenience prior to the end of an Additional Term, or termination of this Agreement by VSL prior to the end of Additional Term by reason of the Client's un-remedied breach of the terms of this Agreement, the Client shall be liable for:
 - a) Payment of all Services Charges and Equipment rental Charges due up to the end of the Minimum Term;
 - b) Payment of any other discounts, subsidies, contributions or benefits that may have been applied;
 - c) Payment of any cease Charges set out in the Tariff;
 - d) Payment of any additional termination Charges levied by VSL's supplier.
- 10.10 The Client shall not be liable for termination Charges if this Agreement is terminated by:
 - 10.10.1 The Client in accordance with the terms of sub-clause 9.1.1 or sub-clause 9.1.2 hereof, as applicable;
 - 10.10.2 The Client or VSL during the Run-Up Period by reason of VSL becoming aware that will be unable to provide the Services or part thereof;
 - 10.10.3 VSL at any time if it can no longer provide the Services or part thereof;
 - 10.10.4 The Client by reason of VSL's un-remedied or repeated breach of the terms of this Agreement;

10.10.5 The Client if a right of termination arises under the provisions of sub-clauses 9.1.3 to 9.1.6 hereof;

10.10.6 The Client if it does not accept Excess Construction Charges, PROVIDED THAT the Client complies with the provisions of sub-clause 10.4.2 hereof.

11. LIMITATIONS AND EXCLUSIONS

- 11.1 The provision of these Services by VSL is contingent upon the Client having pre-installed Line and the maintenance of a contract for the provision thereof, such to cover the Minimum Term plus any extended term of this Agreement, but is regardless of the Client's current service provider.
- 11.2 VSL shall use reasonable endeavours to meet the targets set out in the Service Schedule attached hereto:
 - 11.2.1 The Bandwidth target set out in the Order, Service Schedule or advised to the Client following VSL's Site survey is maximum possible Bandwidth and VSL makes no guarantee that such Bandwidth shall be achieved during the term of this Agreement;
 - 11.2.2 Service Credits shall not be applicable in the event of VSL's failure to meet any of its targets;
 - 11.2.3 Failure to meet to meet such targets shall not constitute a breach of this Agreement.
- 11.3 In addition to the terms set out in clause 12 of the General Terms and Conditions, VSL shall also be entitled to suspend the provision of Services, in whole or part, without notice due to:
 - 11.3.1 Emergency maintenance or other emergency operational reason;
 - 11.3.2 VSL is required by any governmental, emergency service, regulatory body or other competent authority to suspend Services;
- 11.4 VSL shall also be entitled to suspend the Services for the purpose of carrying out planned maintenance or upgrades, subject to reasonable notice. VSL shall use reasonable endeavours to minimise the frequency, extent and impact of such planned maintenance or upgrades.
- 11.5 If the Broadband Services are suspended for any reason Emergency Video Relay Services will not be accessible.
- 11.6 VSL shall be entitled to implement traffic management measures as VSL reasonably deems necessary to protect the Broadband Services for other users of the service.
- 11.7 The fees and Charges set out in the Order expressly do not include PSTN or ISDN calls or Line rental Charges.
- 11.8 The Client accepts that certain features of the Services (as described in the Service Schedule) may not be available at all Sites due to technical and or geographical reasons, and that such limitations may not be realised until after commencement of the Services.
- 11.9 Due to the limitations of the technology that supports the Broadband Services, VSL does not guarantee that standard Broadband Services will support real time services including voice over IP and video-conferencing.
- 11.10 The Client acknowledges that there may be a temporary loss of voice or Broadband service during installation or modification of the Broadband Services. VSL shall use reasonable endeavours to minimise the period of temporary loss.
- 11.11 The Broadband Services may affect:
 - 11.11.1 How the telephone sounds;
 - 11.11.2 The performance of the Client's equipment which is attached to the PSTN including faxes and burglar alarms, and it is the Client's responsibility to check the compatibility and correct functioning of such equipment;
 - 11.11.3 Such effects listed in this sub-clause 11.10 are normal for Broadband Services and do not constitute a Fault.
- 11.12 Certain Tail Circuit Services may not be available in some geographic areas.

- 11.13 VSL is responsible for providing IP data packets to the boundary of the Client's Local Area Network. VSL shall at its sole discretion, in response to specific requests from the Client, assist the Client in the resolution of malfunctions in the Client's Local Area Network, and shall be entitled to charge customer for such assistance at its prevailing rates.
- 11.14 VSL will not provide or maintain Customer Premises Equipment under the terms of this Agreement; however VSL may provide such Customer Premises Equipment under the terms of its supplemental terms and conditions for the supply of Goods.
- 11.15 VSL is not responsible for the configuration of any equipment that it has not supplied.

12. WAYLEAVE

- 12.1 During the term of this Agreement and for a period of sixty days following any termination thereof, the Client hereby irrevocably gives permission to VSL and its employees, agents, suppliers or contractors on reasonable notice at such reasonable times to execute any works on the relevant Site for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, inspection, renewal or removal of the Equipment.
- 12.2 VSL agrees to cause as little disturbance, damage and inconvenience as reasonably possible when exercising any of its rights under clause 12.1.
- 12.3 The Client warrants that it:
- 12.3.1 Is the current occupier of the Site; and
 - 12.3.2 Is either the freeholder of the Site or is a tenant thereof under a lease expiring not before the expiry of the Minimum Term and any Additional Term thereafter;
 - 12.3.3 Shall not to do or allow anything to be done to the Site that may cause damage to, or interfere with, the Equipment or prevent reasonable access thereto;
 - 12.3.4 Shall, if it or a third party proposes to carry out works to the Site which requires the Equipment to be removed, relocated or altered, give VSL as much notice of its proposed works as is reasonably practicable (and in any event no less than six calendar months' prior written notice);
 - 12.3.5 Shall procure all Site-related permissions and approvals necessary for VSL to deliver, install and maintain the Equipment and shall ensure the continuance of such throughout the term of this Agreement.

Service Schedule

The following Service Schedule sets out all of the Services that may be provided by VSL within these Supplementary Terms. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

1. Service Description Overview

- 1.1 The Broadband Services comprise three Service Components: Tail Circuits, Core Network and direct internet access. The Broadband Services are, as set out in the Order, delivered either as a Managed Service or as a Wires Only Service.
- 1.2 Tail Circuits are implemented using a number of different technologies, and the technology type and maximum possible Bandwidth to be provided under the terms of this Agreement are set out in the Order.
 - 1.2.1 Fibre-To-The-Cabinet (FTTC) Tail Circuit technology comprises a fibre connection from the local exchange to a street cabinet and a copper loop connection from the cabinet to the Client's Site. The service supplied is asymmetrical, with Bandwidths up-to 80 Mbps download and up-to 20Mbps upload, depending on the capabilities of the copper loop.
 - 1.2.2 Fibre-To-The-Premises (FTTP) Tail Circuit technology comprises a fibre connection from the local exchange to a street cabinet and a fibre connection from the cabinet to the Client's Site. The service supplied is asymmetrical, with Bandwidths up-to 330 Mbps download and up-to 30 Mbps upload.
 - 1.2.3 ADSL2+ Tail Circuit technology comprises a copper loop connection from the Client's Site to the local exchange. The service supplied is asymmetrical, with Bandwidths up-to 24Mbps download and up-to 1.3 Mbps upload, depending on the capabilities of the copper loop.
- 1.3 VSL's Core Network is a fully resilient network which employs diverse routing, is built with multiple Ethernet links and backhaul links into local telephone exchanges. The Core Network has multiple links into the Public Internet.
- 1.4 Internet access services are implemented by providing a routing through VSL's Core Network to VSL's Point of Presence on the Public Internet. This service provides the Client with a direct route onto the Public Internet.

2. Network Performance

- 2.1 Standard Broadband Services. The upload and download speeds are maximum speeds, the actual speeds achieved will be dependent on the quality of the pre-existing cabling and the distance from the Exchange.

Product	Monthly Data Allowance (GBytes)	Maximum Download Speed (Mbps)	Maximum Upload Speed (Mbps)
ADSL Business Broadband 10	10	18	1.2
ADSL Business Broadband 50	50	18	1.2
ADSL Business Broadband 100	100	18	1.2
ADSL Business Broadband Unlimited	Unlimited	18	1.2
Fibre Broadband 40:10 (50)	50	38	10
Fibre Broadband 40:10 (100)	100	38	10
Fibre Broadband 80:20 (50)	50	78	18
Fibre Broadband 80:20 (100)	100	78	18

Product	Monthly Data Allowance (GBytes)	Maximum Download Speed (Mbps)	Maximum Upload Speed (Mbps)
Fibre Broadband 80:20 Unlimited	Unlimited	78	18
Fibre Broadband 330:30 Unlimited	Unlimited	330	30
Business ADSL+	Unlimited	18	1.2
Business FTTC 80/20	Unlimited	78	18
Business FTTP 160/30	Unlimited	155	28
Business FTTP 330/50	Unlimited	320	48

3. Helpdesk

- 3.1 VSL's Helpdesk provides support and assistance in the use of the Broadband Services, including the following:
- 3.1.1 Provision of help and guidance in the use and configuration of the Broadband Services;
 - 3.1.2 Management of the prompt resolution of Faults arising within the Broadband Services which are identified by VSL's monitoring system;
 - 3.1.3 Management of the prompt resolution of Faults and issues arising within or with the use of the Broadband Services which are raised by the Client;
 - 3.1.4 Provision of work-arounds where possible if full resolution of a Fault requires ongoing or substantial work;
 - 3.1.5 Escalation management if required in the event of protracted issue resolution;
 - 3.1.6 Management of change requests;
 - 3.1.7 Remote access support if possible and appropriate;
 - 3.1.8 On-site assistance when it is agreed between the parties that such is the best approach to resolving a particular Fault;
 - 3.1.9 During Working Hours, monitoring the Broadband Services for availability.
- 3.2 Direct Clients shall make requests for assistance by one of the following methods:
- 3.2.1 By Email to VSL's help desk: support@vslgroup.co.uk
 - 3.2.2 By Telephone to VSL's help desk: 0800 093 3000
 - 3.2.3 Urgent and major Faults should be logged by telephone, not email;
 - 3.2.4 Requests for changes to system configuration should be sent by email, providing as much detail as possible.
 - 3.2.5 Indirect Clients should make requests for assistance to the Reseller.
- 3.3 The Helpdesk is available according to selected cover option, as set out on the Order and described in paragraph 4.

4. Helpdesk Hours of Cover Options

This paragraph details VSL's Helpdesk hours of cover options. The corresponding response and recovery targets are described in paragraph 5. The selected cover option is set out on the Order.

4.1 VSL Standard Cover

The Helpdesk is available Monday to Friday 9.00am to 5.00pm, excluding public holidays.

4.2 VSL Enhanced Care

The Helpdesk is available twenty four hours per day, seven days per week ('Contract Hours'). Priority 1 and Priority 2 Faults may be reported by the Client and VSL will be work to resolve such Faults during

Contract Hours. Priority 3 and 4 Faults may also be reported by the Client during Contract Hours but VSL will only work to resolve such Faults during Working Days.

5. Service Level Agreement - Response and Recovery Targets

5.1 VSL has the following response time targets. Response times are the maximum time from the Client raising a Ticket to VSL making an initial response and recovery times are the maximum time from the Client raising a Ticket to the Fault being resolved.

5.1.1 VSL Standard Cover

Measure	Priority 1	Priority 2	Priority 3	Priority 4
Response Time	Eight Working Hours	Eight Working Hours	Twelve Working Hours	Twelve Working Hours
Recovery Time	Five Working Days	Reasonable endeavours	Reasonable endeavours	Reasonable endeavours

5.1.2 VSL Enhanced Care

Measure	Priority 1	Priority 2	Priority 3	Priority 4
Response Time	Four Contract Hours	Four Contract Hours	Eight Contract Hours	Twelve Contract Hours
Recovery Time	Twenty Four Contract Hours	Reasonable endeavours	Reasonable endeavours	Reasonable endeavours

5.2 Fault priorities are defined as follows:

5.2.1 Priority 1 Faults include total Outage of the Broadband Service;

5.2.2 Priority 2 Faults include intermittent Outage;

5.2.3 Priority 3 Faults include significantly reduced bandwidth, or a configuration problem;

5.2.4 Priority 4 issues include “how to” requests, information requests regarding configuration, usability or documentation.

5.3 All times set out in paragraph 9.1 are times which elapse during the hours of cover which are specified for the level of cover that is subscribed to by the Client as set out on the Order.

5.4 Elapsed time is calculated as stop time minus start time minus any parked time, where:

5.4.1 Start time is the time that a Fault is logged on VSL’s fault handling system.

5.4.2 Stop time is the time at which the status of the Fault becomes resolved. The Ticket may be kept open for monitoring purposes after such time.

5.4.3 Parked time is time during which VSL is unable to progress the resolution of the Fault for reasons beyond its control, including but not limited to:

- a) VSL has requested and is awaiting information missing from the Fault report;
- b) VSL is awaiting power up/down of the Client’s Equipment;
- c) VSL is awaiting the Client’s availability for a site-visit, or the arrangement thereof;
- d) The Client is unavailable to respond to VSL;
- e) Access is unavailable at the Client’s site at the agreed time for a visit.

5.5 Failure by VSL to meet the targets set out in this paragraph 5 shall not be deemed a breach of this Agreement.

6. Complaint Handling

6.1 If the Client is dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Help Desk	0800 093 3000
2	Service Manager	
3	Account Manager	
4	Operations Manager or Sales Manager	

6.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.