



Business Landlord Fibre Partner Services Supplementary Conditions

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1. Introduction

Where you purchase landlord fibre services (“service”) from us (as set out on your sales order form), the following terms and conditions will apply in addition to the Connexin communications services terms and conditions – partner services. The defined terms in the Connexin communications services terms and conditions – partner services will apply to these supplementary conditions, unless otherwise stated.

2. Availability

The service is available to residential landlords who want to provide a superfast broadband service to the tenants who occupy their rented property. The service is only available for use by landlords who rent out residential property; not commercial property.

You are entitled to make the service available for use by the tenants who occupy residential property that you rent out. However, you are not entitled to resell the service on a more general basis. You must not allow any wider commercial use of the service, and you must not, and must now allow your tenants to, make commercial use of the service.

If you have a property with more than 12 bedrooms you must subscribe to multiple services which we may deploy using the same optical network termination unit.

All services are subject to availability, line test and confirmation.

3. Routers

We will provide a free router for you and your end users to use with the service. All routers are subject to stock availability, and we reserve the right to provide a reasonable alternative to the model specified. All routers are provided with a 12-month warranty.

You acknowledge that any free hardware provided shall remain the property of us. If the service is cancelled you and your end users must allow us access to the premises to collect the hardware, if required.

If you purchase hardware to use with the service from us or are required to purchase replacement hardware after the initial 12 months service, the ownership of the hardware shall be yours once you have paid for the hardware in full. We will assign the benefit of any product warranties given by the manufacturer or supplier of the hardware to you; and you shall be entitled to replacement hardware if you experience any problems with the hardware, during the initial 12 month period following on from the date on which we supply the hardware to you, if such problems can be attributed to any defects with the materials or manufacture of the hardware.

4. Additional Usage Charges

If a service is subject to a monthly usage allowance (which will be set out on your sales order form), you shall pay any charges for each gigabyte or part thereof, of usage over and above the monthly usage allowance for the service. We do not accept any liability or responsibility for the charges that you may incur as a result of your usage of the service, whether made innocently or with, or without, your consent or knowledge.

Any usage above your monthly usage allowance will result in a speed reduction as set out in our proposal to you for the services.

You will comply with any restrictions notified to you in writing by us or set out in the sales order form regarding the number of PC's that you are able to connect to the services or the networking of the services with a LAN.

5. Line Rental

You must maintain a contract for the use of our network exchange line from a communications provider (which shall be given the meaning set out in the Communications Act 2003) or a provider of wholesale line rental services with respect to each Service taken by you under this agreement if required for the provision of the relevant service. The parties acknowledge that the communications provider or the relevant provider of wholesale line rental services will continue to charge you the line rental and any other charges due with respect to the provision of this exchange line. In the event that you fail to maintain such a line, we may terminate the relevant sales order form immediately on notice.

6. Domain Name System (DNS)

Where you transfer your DNS records to us, we shall not be liable for any loss or damage suffered by you:

- a) Due to your inability to receive or send any emails;
- b) For any website unavailability where the same is caused by any act or omission on the part of the ISP from whom your email (or other application) or DNS address is to be transferred from any relevant registration authority; or
- c) By your failure to give consent to the originating ISP to carry out such transfer.

7. Service Speeds

The throughput speeds for the services are as set out in our proposal to you for the services. For our VDSL services, the throughput speed you receive will be dependent on a number of factors including the quality of the line and the distance from the exchange.

8. Line Rate

You acknowledge that your line rate (being the rate of connection between your equipment and the DSLAM located at the local exchange) will be subject to rate adaptation (being the automatic negotiation of the best line rate between the DSLAM and the customer equipment, based on the settings within our network, as applicable, line characteristics and conditions). Rate adaptation can occur several times a day, thus resetting the rate between your equipment and the DSLAM. Such changes in the line rate may re-set your connection to our network or DSLAM.

9. Virus Scanning

It is your and your end user's responsibility to correctly configure your LAN and all connected devices and to protect yourself adequately from viruses and other system attacks (using up-to-date software). The consequence of inadequate anti-virus or firewall systems could be that you unintentionally cause interference or damage to other internet connected devices. We may have to suspend your service if such interference occurs.