



Partner Landlord Fibre
Supplementary Terms and Conditions

Date Created: March 2020

Where the Customer purchases partner landlord fibre services (“**Service**” or “**Services**”) from the Company (as set out on the Order Form), the following supplemental terms and conditions (“**Supplemental Terms**”) will apply in addition to (and not in replacement of) the Connexin Communications Services Terms and Conditions (“**General Terms**”). The defined terms in the General Terms will apply to these Supplemental Terms, unless otherwise stated in these Supplemental Terms.

1. Use of Services

The Services are made available exclusively to landlords who wish to provide fibre broadband services to tenants occupying their rented properties. The Customer shall, and shall ensure that its End Users shall, only use the Services (or any Third-Party Services) strictly in compliance with all applicable laws and regulations.

2. Services

Partner Landlord Fibre:

- Full fibre (FTTP) broadband provided through our Infrastructure Partners’ network.

3. Service Speeds

The throughput speeds for the Services are as set out on the Order Form.

The minimum download and upload speed is 33% of the advertised speeds. Please note the minimum download and upload speeds only apply in relation to speeds via an Ethernet cable and using a dedicated speed test server as specified by the Company. The Customer is required to keep its router plugged in and switched on for the Company to get speed information from it. The minimum service speeds guarantee does not apply to any outage periods or speed tests carried out using Wi-Fi enabled devices.

4. Router and Optical Network Terminal (ONT)

The Customer acknowledges that where the Company or its Infrastructure Partners supply equipment in accordance with this paragraph such as router and ONT shall be considered Equipment.

If the Services are cancelled and/or terminated the Customer must allow the Company or its Infrastructure Partners access to the Customer’s Site to collect the Equipment, if required. the Customer must not remove the Equipment from the Customer Site at any time notwithstanding whether the Agreement has been cancelled or terminated or not.

The Customer will be entitled to a replacement router if the Customer experiences any problems with the router, if such problems can be directly attributed to any defects with the materials or manufacture of the router.

If the Customer is required to purchase a router to use with the Service from the Company or is required to purchase a replacement router after the initial 12 months service, the router shall be considered Purchased Equipment once the Customer has paid for the router or replacement router in full. Subject to the General Terms, the Customer shall be entitled to a replacement router if the Customer experiences any problems with the router, during the initial 12 month period following on from the date on which the Company supplies the router to the Customer, if such problems can be attributed to any defects with the materials or manufacture of the router.

The Customer will be responsible for the cost of repair or replacement of the ONT and/or any router supplied by us pursuant to the Agreement if either the ONT and/or the router is lost or damaged in connection with any accidental damage or where the Customer fails to take proper care of the same. However, the Company will be responsible for any problems the Customer experiences with the use of the ONT and/or the router where such problems are directly attributed to any defects with the materials or manufacture of the same. The Company or its Infrastructure Partners will repair or replace any defective ONT and/or router provided as part of any maintained service (if applicable) free of charge with a similar specification to the Equipment being replaced.

5. IP Address

Unless otherwise agreed, the Company will supply IP addresses, which will be either static or dynamic, as determined by each Order Form. For the avoidance of doubt, the Customer shall not obtain ownership of any IP addresses unless such IP addresses is provided by the Customer.

6. Installation

Fibre installation is split into 2 types of installation, standard and non-standard.

Standard installation. If there is already a working fibre socket and an ONT at the Customer's Site that the Company can access and that are compatible with the Company's network or that of our Infrastructure Partner, the Company will use these to connect the Customer to the network to provide the Customer with the Services. There may be no need for an installation engineer to carry out any work at the Customer's Site. The Company should be able to activate the Customers' connection as soon as everything else in the Customer's Order is ready.

If not, an installation engineer from the Company or its Infrastructure Partner will be required. An installation date will be confirmed by the Company, and it may be subject to an installation fee.

Non-standard installations. These are bespoke installations which may have specific requirements such the length of the access route or surfaces which require special techniques to dig and re-instate. Non-standard installations are outside the scope of the Company’s standard installation service or that of our Infrastructure Partner and may require a separate on-site visit by an installation technician who will prepare an estimate of the installation cost. The Company will discuss the installation cost with the Customer before the installation can commence. If the Customer agrees to go ahead with the installation, the installation charges will be confirmed to the Customer in writing and accepted by the Customer in writing. The agreed installation charge may be taken upfront or may be taken as part of your first monthly payment.

7. Service Levels

Service levels for Partner Business Fibre are based on 4 different priority levels:

Priority Level	Description
1	A major incident causing an extremely serious impact to the Customer as a result of the Service(s) affected and/or the number of people affected by the incident. E.g. A complete loss of service which causes a business to be halted completely and interim restoration is either not possible or acceptable.
2	An incident causing significant impact to the Customer as a result of the Service(s) affected and/or the number of people affected by the incident. E.g. significant loss of service but the impacted business is not halted due to back-up solution or work-around solution.
3	An incident that affects the Customer’s service but has a small impact e.g. a single user or component within a business is affected but the trouble can be circumvented. Or infrequent connection dropouts and slow download speeds during peak hours.
4	Incidents that have a negligible impact to the Customer. This might include change requests such as change of contact number or email address, or enquiries on new features for information purposes only.

Priority level	Target response time	Target inflight update	Target resolution time
1	2 working hours	2 working hours	2 working days
2	1 working day	5 working hours	5 working days
3	4 working days	Once a day	10 working days
4	10 working days	Once every 2 days	15 working days

All resolution timescales are based on delivery of either a full resolution or work-arounds. The Company will carry out first line checks with the Customer, for faults that the Company needs to hand off to external suppliers, the following Service Levels may not apply, and the target resolution timeline will be considered as the Company's estimated target resolution. The Company is only responsible for Services installed and managed by the Company. Failure to meet the guidelines will not result in any financial compensation to the Customer or any third parties.