



Business Line rental Voice Partner Services Supplementary Conditions

Document Reference: CXNWB 016

Version Number: 2

Date Created: 30th May 2020

Where you purchase line rental 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.

1. Price Changes

We may from time to time vary the charges for the services by issuing a notice to you. Such new charges shall take effect:

- a) Not less than 90 days after the notice for price increases relating to rental charges for analogue exchange lines, ISDN2 exchange lines and ISDN30 exchange lines.
- b) Not less than 28 days after the notice for price decreases relating to rental charges for analogue exchange lines, ISDN2 exchange lines and ISDN30 exchange lines.
- c) Not less than 28 days after the notice were relating to the end of a temporary price's reduction in rental charges for analogue exchange lines, ISDN2 exchange lines and ISDN30 exchange lines in accordance with the terms of a special offer; and
- d) In the case of any other price change, including changes to charges for any default calls service provided pursuant to this agreement, not less than 28 days before any such change comes into effect.

Notwithstanding the aforesaid, we may vary the charge which has retrospective effect for the services provided by us by notice to you if the variation is as a result of an order, direction, determination or requirement of Ofcom or any other regulatory authority or body of competent jurisdiction.

2. Network Terminating Equipment

At your request we will install the necessary extension wiring and NTE at your site. We will charge you for providing this service at the rates set out in the sales order form or otherwise notified to you in writing.

The access port on the NTE is the point of demarcation to the service. You are responsible for connecting your equipment to this port.

We will maintain the extension wiring and NTE located at your site without making any additional charge to you in the following circumstances:

- a) We will always maintain the NTE located at your site, as this forms part of our network; and
- b) Where we have installed any extension wiring at your site, we will maintain that extension wiring for a period of twelve months from its date of installation.

3. Survey

Sometimes the provision of the service will be subject to a survey. Once the survey has been completed, we will provide you with an estimate of the charges for us to provide the services.

Subject to survey, we will use reasonable endeavors to provide the services for use by you from the proposed start date on your sales order form, otherwise specifically agreed by the parties in writing or unless we are unable to do so as a result of a failure by you to fulfil your obligations under this agreement. Excess construction charges and time related charges as detailed in the [price list] may also apply.

You acknowledge that we shall be entitled to amend the technical aspects of the services and/or the relevant charges, as appropriate, following completion of the survey. In the event that the survey reveals that the provision of the services to your site, will be degraded to such an extent that we would be unable to comply with this agreement, we will be entitled to terminate the relevant order for services (in whole or in part) without any liability to you. In the event of termination of the order by us, for any reason, prior to the proposed start date, you will be liable to pay us the cancellation charges as notified by us to you in writing.

4. Interruptions

Whilst we agree to use reasonable endeavors to provide uninterrupted services to you, we may:

- a) Give you instructions which we reasonably believe are necessary for reasons of health, safety or the quality of the services and it is your responsibility to ensure these are adhered to; or
- b) Interrupt the services for operational reasons (such as planned maintenance or service upgrades) or because of an emergency. We agree to restore the interrupted services as quickly as possible. We will give you as much notice as possible and aim to give you at least 10 working days' notice of any interruption to the services for planned maintenance and upgrade work. If there has been an interruption to the services for emergency reasons, we will inform you that there has been an interruption as soon as reasonably practicable. We will use reasonable endeavors to restore the services as soon as possible after the emergency has ceased.

5. Termination

We reserve the right to terminate any order for the service where we are unable to provide the services for any reason or, otherwise, for any reason on not less than 6 months' written notice to you.

6. Alarm

If an alarm that affects the services is detected on equipment which is monitored by us, we will contact you when notified of the alarm by our infrastructure partner.

If the alarm has been caused by your or your end user's action, for example:

- a) Mains power failure without standby power; or
- b) Disconnection of on-site equipment, we will ask you to give an estimated time of

clearance. This will allow us to ensure that alarms have been cleared and services have recovered when power is restored.

Whenever possible, you should give us advance notice of any event, for example building work necessitating disconnection of power which may disrupt the supply of the service.