

# Business Broadband Service Schedule

## November 2020

Words defined in this schedule have the same meaning as in the Contract unless otherwise stated.

### 1. Service description

#### Service overview

- 1.1 The Service provides network access in the United Kingdom to the internet for business purposes.
- 1.2 You may order the service online at [www.woav.co.uk](http://www.woav.co.uk) or by telephone.
- 1.3 Where we supply Equipment to you under the Contract:
  - a risk passes and acceptance takes place at the time of delivery;
  - b where you pay us for Equipment in advance of delivery of the Equipment to you, title passes on delivery;
  - c if b does not apply, title in the Equipment passes to you on expiry of the Initial Period unless you or we have terminated the Contract during the Initial Period. If you or we have terminated during the Initial Period, title in the Equipment does not pass to you and you must return Equipment at your own cost and pay Charges as set out in the Pricing Schedule;
  - d until title passes you agree not to sell, charge, assign, transfer or dispose of or part with possession of or encumber the Equipment in any way;
  - e we reserve the right to substitute or discontinue Equipment;
  - f you must follow any user instructions provided by us with the Equipment.

#### Service start date

1.4 Before we can provide the Service, we need to successfully complete some service tests. These include line tests and exchange availability checks. If these tests reveal that we cannot provide the Service to you, we will tell you as soon as possible and our Contract for the Service will be cancelled immediately without any liability to either you or us. Where we can provide the Service, the Service Start Date is, in the case of non-fibre based Broadband Service, the date we tell you the Broadband Service has been activated and for fibre based Broadband Service, it is the date on which we complete the installation of the Broadband Service.

#### Initial period

1.5 The Service will have an Initial Period of 1, 12 or 24 months as stated on the Front Sheet.

### 2. Faults in the Service/Equipment

#### Faults in the service

- 2.1 If you experience a fault with the Service, please call our Customer Service number Monday – Friday 8am to 7pm to report the fault.
- 2.2 You agree to supply us with all necessary data to prove the existence of a fault and to help us to identify the cause and condition of the fault, including any equipment checks we may request.
- 2.3 You must be available to provide access to the affected site premises where we need to send an engineer to fix the fault, at the time of the scheduled engineer appointment.
- 2.4 We may apply a charge in accordance with the Pricing Schedule or, if none is stated, based on our reasonable costs (“the Engineer Charge”), if:
  - a We work outside the hours stated in the Contract; or
  - b We find there is no fault; or

- c We find you or the Customer Equipment has caused the fault; or
- d The Equipment has not been kept, used or maintained in accordance with paragraph 2.6 below; or
- e You do not allow access as per paragraph 2.3 above or fail to attend the scheduled engineer appointment.

2.5 We shall not be liable when a fault is caused by the following:

- a Loss of our Broadband Service resulting from scheduled maintenance that may affect service availability. We or our third party providers may perform essential maintenance on the network and this may affect service availability.
- b A malicious act or otherwise of either you or another user of our Service that is in breach of our Acceptable Use Policy (AUP), Service Schedule or Conditions.
- c Misuse of or interference with our Service which is beyond our control.
- d Data transmission originating from Customer Equipment.
- e The Customer Equipment or your negligence or breach of Contract in such cases we may recover from you all our reasonable costs.

### Faults in the Equipment

2.6 If you tell us about a fault in the Equipment which is due to faulty design, manufacture or materials we will replace or repair (at our option) the Equipment or the faulty part free of charge provided that:

- a The Equipment has been properly kept, used and maintained in accordance with the manufacturer's or our instructions, if any, and has not been modified except with our written consent; or
- b The fault is not due to accidental or wilful damage; interference with or maintenance of the Equipment by anyone other than us or our third party supplier; or
- c The Equipment has not been tampered with so as to invalidate the guarantee.

2.7 Paragraph 2.6 does not cover fair wear and tear.

2.8 Where you install the Equipment, you will normally be required to return faulty equipment to us unless we agree otherwise in writing.

2.9 If you report a fault and we find there is none or the fault falls outside paragraphs 2.6 and 2.7 above, we may charge you as set out in the Pricing Schedule.

## 3. Your responsibilities and our responsibilities

### General

3.1 Depending on the Service you have selected, you will need a phone line to be provided by us. This phone line may be provided by us directly or by another provider of your telephone services. You must be the account holder or have the written authority from the account holder to use the phone line for the Service.

3.2 You must provide a suitable location (including adequate ventilation) at the site for any Equipment and any equipment you provide.

## 4. Charges

### General

4.1 We will charge you and you will pay us for the Services in accordance with the Conditions.

### Excess construction charges

4.2 If we decide that additional infrastructure is required to enable you to receive the Service, including, for example, the installation of a new or first line, we will tell you by notice in writing what the Charges will be.

4.3 You will have 28 days from the date of our notice to accept the Charges. We reserve the right to take payment for some or all of the Charges in advance. If you do not accept the Charges we will cancel your order without liability to either you or us.

4.4 If you accept the Charges, but subsequently cancel the order before we start providing the Service, you will have to pay us for any work completed or committed to, together with a cancellation charge as set out in the Pricing Schedule.

### Abortive visit charge

4.5 We reserve the right to raise an abortive visit charge as set out in the Pricing Schedule where:-

- a. An engineer attends an incorrect address you have provided.
- b. An engineer arrives to carry out the installation at the address you have provided, but either you no longer require the installation, or, having previously chosen to be present at the time of installation, do not attend.
- c. Entry is refused at the site, or no access can be gained at the time you and we have agreed.

- d. We are delayed in our installation activities because you fail to make Equipment that we have dispatched to you for installation purposes available at the site.
- e. If the engineer attends on site and finds that the location and/or environment provided by you for the Equipment and/or your equipment is not suitable.
- f. If you give us less than 24 hours' notice of an amendment to, or cancellation of, your order.

### Usage charges

4.6 If your Service includes a monthly usage allowance then the allowance expires at the end of each calendar month and cannot be transferred to a subsequent month if unused. If you exceed your allowance, we will charge you for your extra usage as set out in the Pricing Schedule or upgrade you on request to another service option.

## 5. Additional conditions

### Temporary loss of service

5.1 During activation of the Service, you may experience a temporary loss in your telephone service because your existing connection needs to be replaced to allow it to access the Service.

### Business Fibre Broadband

5.2 When you place the order we may need to make an appointment with you for installation and configuration of the Service at the site. Appointments are available between 8am and 6pm on working days. Voice wiring may be installed at the same time if you and we agree.

5.3 We may need to request a permit under the Traffic Management Act 2004 (TMA) to provide the Service. If you miss or change your appointment date(s) and we cannot complete provision of the Service within the period of the TMA permit, you will have to pay us for any additional TMA permit charges.

5.4 Further to clause 3.2 of the Conditions, you will obtain at your cost any permission needed for us to put any Equipment on the site, e.g. landlord consent and/or any necessary planning consent. In addition to the indemnity set out in paragraph 5.12, you will be liable to reimburse us for any other costs we may incur as a result of your failure to obtain necessary permissions.

5.5 You must provide us with access at the time that you and we agree for the appointment.

5.6 Prior to the appointment date we may send Equipment to you that we need for connecting to the Service as part of our installation activities.

5.7 If you choose to connect your own equipment to our fibre broadband, instead of the router we offer, we cannot offer any support to set up your fibre broadband and you will need to contact your router provider for support. As some routers can be locked to a specific provider and there can be other issues with the compatibility of other routers we strongly recommend that you use one of our routers where we can provide full support.

### Return of equipment

5.8 You will return any Equipment to us if the Contract is terminated during the Initial Period in accordance with the Conditions or if the Equipment is faulty and we request you to do so.

5.9 If we send you prepaid postage packaging for the return of Equipment you must return the Equipment to us in that packaging within 14 days of receipt of the packaging otherwise we may charge you (1) for the Equipment as set out in the Pricing Schedule (2) postal charges for both initial dispatch and the prepaid return package and (3) a reasonable administration charge.

### Network management

5.10 We may, on occasion, take action to manage network performance during periods where there is high demand which may include line speed reductions, application and protocol management.

### Static IP addresses

5.11 If you choose to opt for static IP or a range of static IP addresses provided by us:

- a. We are not responsible for providing any technical or other support to your Local Area Network;
- b. You can only use the IP addresses allocated to you in connection with the Service. You will not gain any ownership rights in those IP addresses and must not sell them or agree to transfer them to anyone else or try to do so;
- c. If the Contract is terminated for any reason the IP addresses revert to us.

### Indemnity

5.12 You will indemnify us against any claims that are brought or threatened against us by a third party because you have failed to obtain necessary permissions as required by paragraph 5.4.

## Resale

5.13 The service is provided solely for your own use and you will not resell or attempt to resell either (or any part or facility of it) to anyone else.

## Premise moves

5.14 You will be required to pay the charges as listed in the Pricing Schedule in connection with any move you may make to new premises. Please contact Customer Service for further information.

5.15 We will not be responsible for any loss of Service during any move you may make.

## Broadband speed

5.16 We will try to provide the Service at the estimated speeds indicated on the Front Sheet but the speed will depend on factors such as the quality of your line and how far you are from your local exchange.

## Fair use policy

5.17 We operate a fair use policy. If you take our “Unlimited” Broadband or fibre Broadband Service, you will incur no additional charge or suspension of service as a consequence of exceeding any usage threshold on your broadband or fibre service. If we believe that your use of the service is adversely affecting the network (or any part of it) or other customers, then we may moderately regulate your usage.



# Business Phone Service Schedule

## November 2020

Words defined in this schedule have the same meaning as in the Contract unless otherwise stated.

### 1. Service description

#### Service overview

1.1 The Service is a Line Rental Service, a Call Service and any related services we agree to provide you under the Contract.

#### Provision of the service

1.2 We will notify you in advance of the Service Start Date.

#### Phone book and directory entries

1.3 The Service includes one or more telephone numbers. Unless you object, this or these numbers will be put in the appropriate BT Phone Book, together with your details, and made available from BT's directory enquiries service.

#### Initial period

1.4 The Service will have an Initial Period of 1, 12 or 24 months as stated on the Front Sheet. If you have a service that is dependent on the existence of this Service you will need to retain the line for the duration of the other service.

### 2. Service levels and loss of service

2.1 We aim to provide a continuous, high-quality service. We will work on any problem you report to us in line with the level of repair service you have chosen.

2.2 If you experience a fault with the Service, please call our Customer Service number Monday - Friday 8am - 7pm.

2.3 You agree to supply us with all the necessary data to prove the existence of a fault and to help us to identify the cause and condition of the fault, including completing any equipment checks we may request.

2.4 You must be able to provide access to the affected site premises where we need to send an engineer to fix the fault, at the time of the scheduled engineer appointment.

2.5 We may apply a charge in accordance with the Pricing Schedule or, if none is stated, based on our reasonable costs ("the Engineer Charge"), if:

- a. We work outside the hours stated in the Contract; or
- b. We find there is no fault; or
- c. We find you or your equipment caused the fault; or
- d. You do not allow access as per clause 2.4 above or fail to attend the scheduled engineer appointment.

2.6 We may, on request and at our discretion, make you a discretionary award to compensate you for loss of service. Payment of any compensation is in full and final settlement of any loss or damage you suffer. We will not make an award where:

- a. you have not claimed compensation within 30 days of the loss of service; or
- b. the loss of service is caused by a wider outage such as a network wide outage; or
- c. the loss of service is caused by a matter beyond our reasonable control; or
- d. we suspend the service as set out in the Contract; or
- e. we are unable to provide the service through no fault of our own.

2.7 Subject to paragraph 2.6, we will not be responsible for faults caused by the Customer Equipment or your negligence or breach of Contract and may recover from you all our reasonable costs in such cases.

### 3. Charges

3.1 You must pay the Charges for the Service and for any Equipment that you buy from us as set out in the Pricing Schedule.

3.2 We will apply any credits to your bill in arrears.

3.3 If you are using any free of charge services, applications or features, these will end on the day the Contract ends.

### 4. Additional conditions

4.1 We cannot and do not guarantee that we will provide equivalent services or calling features to those provided by your previous provider.

4.2 We do not provide any equipment such as phones or other hardware as part of our Service.

4.3 If you transfer to us from a third party service provider, we will try to maintain your previous BT Phone Book and Directory Enquiries status where we know of it. For example, if we know you are ex directory we will try to maintain that status. However, if we cannot identify your status, your details will be included in the BT Phone Book and Directory Enquiries. You can contact us to ask us to change your status.

4.4 You authorise us to act on your behalf in all dealings with Openreach or any other network operator or service provider in connection with the Service. You agree that Openreach or any other network or service provider may provide us with your personal data to allow us or any nominated third party to connect you to, and provide you with, the Service.

4.5 Where you are using or have used the Service in breach of our Acceptable Use Policy or we believe this is the case, we may report this to and/or co-operate with the police or any regulatory or similar authority. You agree that we may pass on your personal details/data to these authorities or bodies, in particular where we are required to do so by law.

4.6 We may use a nominated third party to connect you to, and/or provide you with, the Service.

4.7 We may accept instructions regarding the Service from any person who reasonably appears to be acting on your authority. Any agreements made on your behalf by such a person will be binding on you and subject to the Contract.

4.8 Call data records will be kept for the purposes of billing, backup, problem solving, network management, marketing, in relation to any breach of our Acceptable Use Policy and where required by law.

### 5. Actions we may have to take

5.1 We may have to change the Service including your phone number and/or STD code for operational reasons.

5.2 We may discontinue, alter, modify, expand, improve, maintain, repair, suspend, disconnect or otherwise change your Service as necessary if any operator does so to the telecommunications services or any part of it provided to us.

5.3 If you choose to use another provider for some or all of your calls we may at our sole discretion decide to:

- a. bar the use of IDA or CPS codes;
- b. charge a higher fee for the use of the Service;
- c. terminate the Contract; and/or
- d. disconnect all or any part of the Service.

## 6. Premises moves

6.1 You will be required to pay the Charges as listed in the Pricing Schedule in connection with any move you may make to new premises.

6.2 We will not be responsible for any loss of Service during any move you may make.

## 7. Fair Use Policy

7.1 We operate a fair use policy. If you take our “UK Landline and UK Mobile Anytime” bundle or our “UK Landline Anytime” bundle, calls are restricted to 60 minutes. Calls to be made in accordance with our normal usage patterns of our customer base as a whole. Calls made outside of these restrictions will be charged at the applicable rate/out of bundle costs as set out in the Pricing Schedule.