

## Business Connectivity Terms and Conditions

### 1. How these Terms and Conditions work

1.1 These Terms and Conditions incorporate the Master Services Terms and Conditions (the **MSTC**) which are available on our website at [www.outsourcing.co.uk](http://www.outsourcing.co.uk) and apply to the Business Connectivity Services you have asked us to provide. Please see clause 1 of the MSTC for details of how the Order Form, MSTC and these Terms and Conditions work together to govern our provision of the Business Connectivity Services to you.

1.2 Terms defined in the MSTC also apply to these Terms and Conditions and the defined terms below apply in these Terms and Conditions.

**“Business Connectivity Services”** the connectivity services set out in Schedule 1 to these Terms and Conditions;

### 2. What we will do

2.1 We will provide you with the Business Connectivity Services. Subject to the Order, the Business Connectivity Services shall be provided in accordance with the standard specifications, policies and procedures of our agents and sub-contractors and those of their suppliers (as amended from time to time).

2.2 We will use our reasonable endeavours to comply with your reasonable requests in respect of installation of the Business Connectivity Services but our decision on the routing of cables and wires and the positioning of outlets and other apparatus shall be final.

2.3 We shall be entitled to decline to accept or delay acceptance of an Order, and notwithstanding our acceptance of an Order as contemplated by the Master Services Terms and Conditions, we shall be entitled to subsequently terminate an Order without Liability to you where:

- (a) any relevant agent or sub-contractor of ours or any of its suppliers does not consider that it has the necessary capacity or resources to provide the relevant services and/or will not increase such capacity or resources. We will however seek reassurance from such parties that they have the required capacity and resources before accepting any Order; or
- (b) we are advised by our any relevant agent or sub-contractor of ours that Business Connectivity Services cannot be provided for any reason.

2.4 We, shall be entitled to temporarily suspend and take out of use any Business Connectivity Services for operational purposes including:

- (a) updating and altering any content;
- (b) replacing, maintenance, repair and upgrade of any related systems and/or any services;

- (c) rectifying any unplanned malfunction, fault or damage;
  - (d) dealing with any actual or suspected security breach, virus, or attack or any misuse by any person; and
  - (e) taking any other action that we or they reasonably consider necessary as a reasonable and prudent provider of Business Connectivity Services.
- 2.5 We will use reasonable efforts to minimise any downtime, and to carry out Scheduled Maintenance during such times as end-user traffic is at its lowest.
- 2.6 In relation to any Scheduled Maintenance, we will use reasonable efforts to inform you at least 24 hours ahead.
- 2.7 We shall be free to carry out emergency or urgent maintenance at any time to ensure the Business Connectivity Services continued to be supplied. We shall advise you if practicable prior to the conducting of any such emergency or urgent maintenance, or at least as soon as practicable after the completion of the emergency or urgent maintenance.
- 2.8 In the circumstances referred to in this clause 2, we will have no Liability to you in relation to the suspension or taking out of use of the Business Connectivity Services.
- 2.9 You acknowledge and agree that the performance you experience from your connection will depend on a range of factors, including contention ratio, bandwidth, network congestion internet congestion, Your Equipment, end user speed control systems and rate adaptation of modems. Accordingly we shall have no Liability to you if the speed of such connection is less than the speed that would be anticipated based on the type of product you have bought.

### **3. What you will do**

- 3.1 You acknowledge and agree that:
- (a) you shall only use the Business Connectivity Services in accordance with our relevant product description and operating guidelines as published on the Outsourcery Website from time to time;
  - (b) Business Connectivity Services cannot be provided in all circumstances, including for geographical, practical and/or technical reasons, whether relating to your premises, any local exchange or otherwise and the following:
    - (i) the Business Connectivity Services cannot be provided over the same access connection as certain other telecommunications services as listed on the Outsourcery Website;
    - (ii) the Business Connectivity Services cannot be provided where all or part of the Broadband Access Connection is provided over fibre optic or radio systems;
    - (iii) transmission performance of some metallic local loops; and these

circumstances may not be discovered until late in setting up the Business Connectivity Services,

in each case which, may not be discovered until late in setting up the relevant services.

- (c) the Business Connectivity Services may affect the performance of certain items of Your Equipment using the public switched telecommunications network;
  - (i)
- (d) during the installation of the Business Connectivity Services:
  - (i) your connection to the public switched telephone network may suffer a temporary loss of telephone service, and/or interference with other services, which shall be reinstated following installation;
  - (ii) any telephone socket extensions that are incorrectly wired or not equipped with appropriate filters may be disconnected and/or interrupted; and
- (e) we are entitled to disclose to any governmental authorities or regulators any information relating to you and/or your usage of the Business Connectivity Services, where required by law without notice to you; and
- (f) your use of any third party software, applications or systems provided as part of the Business Connectivity Services shall be subject to the standard terms of that third party.

3.2 We shall have no Liability to you in relation to the provision or non-provision of the Service, the performance of the Service, its effect on other services or equipment or the withdrawal of the Service in the circumstances set out in clauses 3.1 (a) to (e) inclusive;

3.3 If you wish to change the premises at which any Broadband Connectivity Service is provided or change the telephone line through which any Broadband Connectivity Service is provided, then this will be treated by us as if the Broadband Connectivity Service had been terminated and re-ordered, and may be charged accordingly, including with an additional set-up charge (if any).

#### **4. Support of the Service**

4.1 Technical support for the Broadband Connectivity Service is available by telephoning the telephone number identified on the Outsourcery Website or by sending an e-mail to the e-mail address identified on the Outsourcery Website. Technical support is available during our normal office hours as set out on the Outsourcery Website.

#### **5. Termination Charge**

5.1 In addition to and without affecting any payments on termination set out in the MSTC,

if you cancel or migrate away from the Service during the Minimum Order Period or we terminate the Order other than under clause 2.1 of the MSTC you shall pay to us a cancellation fee of £250.

**6. Survival**

- 6.1 Clauses 3.2, 5 and 6 of these Terms and Conditions will continue to be in force following termination of an Order to which these Terms and Conditions relate.

## Schedule 1

### Business Connectivity Services

The installation, connection and provision of an asymmetrical or symmetrical digital subscriber line (ADSL or SDSL respectively) as more particularly specified in an Order in accordance with the relevant product description published on the Outsourcery Website from time to time from your premises through either your existing telephone line(s) to a local telephone exchange or your existing dedicated copper pairs, facilitating the routing of communications over the global telecommunication system via the systems of our agents and sub-contractors and other national and international telecommunications networks and service providers.