

C&W Broadband Connect Service Specific Terms & Conditions

C&W BROADBAND CONNECT PRODUCT DESCRIPTION

Broadband Connect is an Internet Protocol (IP) enabled service based upon the Broadband Network of C&W. The Service is delivered to end user customers using Asynchronous Digital Subscriber Line (ADSL) technology via their existing analogue telephone service. Broadband Connect also offers connectivity to Service Providers and businesses enabling the creation of their own value added services and the ability to expand and enhance their communication networks.

SECTION 1 – Service Specific Terms and Conditions

These C&W Service Specific Terms and Conditions should be read in conjunction with the C&W General Terms and Conditions. Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions.

1. DEFINITION AND INTERPRETATION

The C&W General Terms and Conditions include definitions. These definitions are in addition:

“**Broadband Home Connect**” means a particular Service provided by Us as specified in Our Order Form, Price List and Service Schedule and Service Guarantee.

“**Broadband Pro Connect**” means a particular Service provided by Us as specified in Our Order Form, Price List and Service Schedule and Service Guarantee.

“**Broadband SP Connect**” means a particular Service provided by Us as specified in Our Order Form, Price List and Service Schedule and Service Guarantee.

“**Customer Premises Equipment**” means Telecommunications Apparatus (including any extension wiring and sockets) located at Your Premises and connected to a Telecommunications Network at a Network Termination Point.

“**Network Termination Point**” means any physical point of connection forming part of a Telecommunications Network at

which another Telecommunications Network or Customer Premises Equipment may be connected.

“**Service Provider**” means a person other than Us who provides a service to others using the Service provided by Us.

“**Service Schedule and Service Guarantee**” means Our Service Schedule and Service Guarantee detailing additional terms and conditions as amended from time to time and forming part of this Agreement;

“**Telecommunications Apparatus**” has the same meaning as in section 31 of The Telecommunications (Bailiwick of Guernsey) Law, 2001.

“**Telecommunications Equipment**” has the same meaning as in section 31 of The Telecommunications (Bailiwick of Guernsey) Law, 2001.

2. PROVISION OF SERVICE

2.1. We shall provide the Service in accordance with the Service Schedule and Service Guarantee.

2.2. If We are unable to provide You with the Service for technical reasons then we will:

2.2.1 where possible, offer You an alternative Service; or

2.2.2 terminate this agreement.

3. USE OF SERVICE

3.1. You shall not use the Service or permit any other person to use the Service:

3.1.1. to send, receive, upload, download, use or reuse any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing or in breach of confidence, copyright, privacy or any other rights;

3.1.2. to send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party.

3.2. You have no right to sell or transfer the Service Number.

3.3. Our Acceptable Use Policy applies to this Service.

4. TELECOMMUNICATIONS EQUIPMENT

You are responsible for the safe custody of any Telecommunications Equipment that We may provide at Your Premises and for its safe and proper use. You must not interfere with it nor allow anybody else to do so, unless authorised in writing by Us. If any part of Our Telecommunications Equipment is lost, destroyed or

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damaged, unless in Our opinion such damage is as a result of fair wear and tear, You will be charged for its repair or replacement.

5. FAULT REPAIR

We will not be liable for any failure to correct a Fault which You have failed to notify to Us.

6. INTERCONNECTION

6.1. Broadband Home Connect and Broadband Pro Connect will interconnect with Broadband SP Connect. We are only responsible and liable for the Services up to the point of interconnection with other services provided by a Service Provider. We are only responsible and liable for services under Our direct control and not for any additional services offered by a Service Provider.

6.2. You shall be responsible for making any necessary application for service to a Service Provider and for complying with their terms and conditions.

6.3. A Service Provider may request Us to immediately disconnect a communication session between a Broadband

Home Connect or Broadband Pro Connect and their service and We may do so at Our sole discretion.

6.4. If You are a Service Provider You must ensure that Your Broadband SP Connect service will:

6.4.1 enable interconnection of all Broadband Home Connect and Broadband Pro Connect customers who use their service;

6.4.2 maintain overall Broadband Home Connect and Broadband Pro Connect service contention;

6.4.3 maintain overall Broadband Home Connect and Broadband Pro Connect service speeds.

7. PAYMENT

7.1. Rental charges for the Service will start on the Service Delivery Date, unless:

7.1.1. We notify You of a later date for the start of the Service from which date rental charges will be payable; or

7.1.2. You use the Service before the Service Delivery Date, in which case rental charges will be payable from the date You first use the Service.

7.2. Rental charges may be payable in advance or in arrears. We will apportion rental charges on a daily basis for incomplete billing periods.

8. DEPOSITS AND PAYMENTS IN ADVANCE

We may require payment prior to providing the Service of the connection charge and rental charge for the term of the Service requested.

9. CANCELLATION

9.1. Prior to the Service being provided, this Agreement may be cancelled by:

9.1.1. Us if You have delayed the provision of the Service beyond 6 months from the date of the Order Form. We may make a charge for any abortive work undertaken and/or any money spent to meet Your requirements as set out in the Price List;

9.1.2. Us if any telephone service associated with the Service is cancelled;

10. SUSPENSION

10.1 We may suspend the Service immediately and without notice if any telephony service associated with the Service is suspended.

10.2 We may suspend the Service for operational reasons, giving Service Providers as much written or oral notice as reasonably practical : Where practically possible We may agree any suspension date with Service Providers and in any event restore the Service as soon as practically possible after the suspension.

11. TERMINATION

11.1. We may terminate this Agreement by giving You at least one months notice in respect of Broadband Home Connect and Broadband Pro Connect and three months notice in respect of Broadband SP Connect. If We give You notice then You must pay rental charges and any other applicable charges up to the expiry of the notice. We will credit or refund the appropriate proportion of any rental charges paid in advance for the period after the expiry of the notice.

11.2. We may terminate the Service immediately and without notice if any telephony service associated with the Service is terminated.

11.3 You may by giving notice to Us of at least one month in respect of Broadband Home Connect and Broadband Pro Connect and three months in respect of Broadband SP Connect terminate this Agreement. Your notice does not avoid any liability in respect of the Service already provided to You.

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11.4 If You terminate this Agreement during the Initial Term of Service You shall be liable for any outstanding charges for the Initial Term of Service and up to the date the Service is terminated at the rate in the Price List. Outstanding rental charges shall not be payable if:

11.4.1 the Service is replaced with another service from Us that We deem to be at least comparable with the Service; or

11.4.2 We materially change the rental charge or terms and conditions of this Agreement to Your detriment.

12. ACCOMMODATION, POWER AND LIGHTNING PROTECTION

12.1 In order to provide the Service it will be necessary to place Telecommunications Equipment on Your Premises. You must provide a suitable location and environment for the Telecommunications Equipment. You must prepare Your Premises before the Service is provided according to any instructions that We may give You. We will take reasonable care when carrying out work on Your Premises. You will be responsible for any necessary redecoration and for putting items back once We have completed the work.

12.2 You must supply at Your own expense, a suitable electricity supply and connection points, if they are required for the Telecommunications Equipment.

12.3 You must provide at Your own expense, suitable lightning protection equipment for use with any Customer Premises Equipment associated with the Service.

13. CUSTOMER PREMISES EQUIPMENT

13.1 You may only connect Customer Premises Equipment to the Service at Our designated Network Termination Point.

13.2 Your Customer Premises Equipment may only be used in connection with the Service as directed under The Telecommunications (Bailiwick of Guernsey) Law, 2001 and in a way that meets all relevant standards and instructions applicable to You. If Your Customer Premises Equipment does not comply with all relevant standards then You must disconnect it immediately or allow Us to do so at Your expense.

14. INFORMATION AND PERMISSIONS

14.1 You confirm that in respect of the Service:

14.1.1 We may install and keep the Service and Telecommunications Equipment at Your Premises and may have reasonable access to it; and

14.1.2 You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of the Service until its removal.

15. ACCESS TO PREMISES

You shall let Us or Our representatives enter Your Premises for the purpose of installing, maintaining or removing the Service upon reasonable proof of identity. We will meet Your reasonable requirements for the safety of people on Your Premises. You shall be responsible for the safety of Our representatives whilst on Your Premises.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Where software is provided to enable You to use the Service, We grant You a non-exclusive, non-transferable licence to use the software for that purpose.

16.2 Any software and related documentation shall not be reproduced, reverse engineered, disassembled, de-compiled,

modified, adapted, translated, derivative works created, transferred or transited in any form or by any means.

16.3 You must sign any agreement reasonably required by the owner of the copyright in the software to protect the owner's interest in that software.

17. INTELLECTUAL PROPERTY RIGHT INDEMNITIES

17.1 We will indemnify You against claims and proceedings arising from infringement of intellectual property rights by reason of Our provision of the Service to You. As a condition of this indemnity You must:

17.1.1 notify Us promptly in writing of any allegation of infringement;

17.1.2 make no admission relating to the infringement;

17.1.3 allow Us to conduct all negotiations and proceedings and give Us all reasonable assistance in doing so; and

17.1.4 allow Us to modify the Service, or any item provided as part of it, so as to avoid the infringement, provided that the modification does not materially affect the performance of the Service.

17.2 The indemnity in paragraph 17.1 does not apply to infringements caused by the use of the Service in conjunction

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with other equipment, software or services not supplied by Us or to infringements caused by designs or specifications made by, or on Your behalf. You will indemnify Us against all claims, proceedings and expenses arising from such infringements.

- 17.3. The limitations and exclusions of liability contained in paragraph 31 of the C&W General Terms and Conditions apply to this paragraph.

18. USE OF INFORMATION

- 18.1. Any information received by You or Us in relation to the Service will be subject to the Data Protection (Bailiwick of Guernsey) Law, 2001 as amended from time to time and shall not be disclosed to any third party without prior written consent of the other.
- 18.2. This Agreement does not grant You a right to use any of Our trademarks, trade names or service marks or to refer to Us in any promotional material or activity without Our prior written approval.

19. GENERAL TERMS AND CONDITIONS

You should refer to the C&W General Terms and Conditions for additional clauses under each of the above headings and in particular for the following:

Special Provision of Service	Relocation and Reconfiguration	Term of Service
Temporary Service	Charges	Default
Call Monitoring and Recording	Confidentiality	Complaints and Arbitration
Assignment	Copyright	Duration and Entire Agreement
Indemnity	Law	Liability
Matters Beyond Reasonable Control	Notice	Severability
Variation	Waiver	

SECTION 2 – Service Level Agreement

A. Provision of Service

We will provide the Service to meet the Service Delivery Date that We agree with You in accordance with this Agreement. Where We fail to meet the Service Delivery Date You may be able to claim compensation under the C&W Consumer Code of Practice. We will not be liable for delivery failure where You request a later date or where it is caused by a reason beyond our reasonable control including late receipt of a signed Order Form. The target times for Broadband connect Services under normal operating conditions are shown below.

Service	Target delivery time (in working days from receipt of Your signed Order Form)
Broadband Home Connect	15 days
Broadband Pro Connect	15 days
Broadband SP Connect	30 days (Where suitable line plant exists)
Broadband SP Connect	60 days (Where suitable line plant does not exist)

We will provide the Service using Our standard engineering methods and to the current technical specification, which We may vary from time to time.

Requests made to Us relating to the provision of the Service must be submitted in writing to:

Cable and Wireless Guernsey Limited
Broadband Services
PO Box 3
St Peter port
Guernsey
GY1 3AB

Fax: 01481 730941
Email: broadband@cwguernsey.com

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B. Fault Repair

We will provide You with a working service although We cannot guarantee that it will always be Fault free. We will take one or more of the following actions in response to a reported Fault:

- Provide advice and assistance by telephone;
- Carry out tests and diagnostics on the Service;
- Visit a point on Our network; and
- Visit Your premises.

We will respond to a reported Fault in Service within the time periods shown below.

Standard Repair Service	
Fault reporting and assistance	24 hours a day via Our Contact Centre on 151
Fault cover	Normal Working Hours 08.00 to 17.00 Monday to Friday (excluding public/bank holidays)
Fault clearance	Service restoration by the end of the next working day

Where We fail to meet the target Service restoration time You may be able to claim compensation under the C&W Consumer Code of Practice. We will not be liable for delivery failure where it is for a reason beyond our reasonable control or if You request a later Service restoration time.

If We respond to a reported Fault and find there is none, then a charge will be made at the applicable hourly rate. If We agree to attend a reported Fault in Service outside Normal Working Hours then You will be charged at the applicable hourly rate.