

Disaster Recovery Service Specific Terms and Conditions

The Cable & Wireless Guernsey ("C&W") Disaster Recovery Service supports Your business if You lose telecommunication services at one of Your sites due to an emergency such as a fire, flood or terrorist action.

In an emergency situation, C&W arranges for the call diversion or the redirection of key telecommunications services to an agreed alternative site within a specified time.

The routing conditions for the redirection are specified in a Disaster Recovery Plan agreed between You and C&W. You are then able to conduct business and receive telecommunication services at Your alternative site while the emergency is resolved. See C&W Data Sheet for full Disaster Recovery service description.

SECTION 1 - Service Specific Terms And Conditions

These C&W Disaster Recovery Terms and Conditions should be read in conjunction with the C&W General Terms and Condition and the relevant C&W Terms and Conditions for any services associated with the Disaster Recovery Service. Where there is conflict these Service Specific Terms and Condition supersede the General Terms and Condition.

1. Definition and Interpretation

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

"**C&W Data Sheet**" mean the disaster recovery data sheet, which sets out the full details of the Disaster Recovery Service and as may be supplemented, amended or varied from time to time

"**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

"**Disaster Recovery Service**" means the disaster recovery service provided to You by C&W under these C&W Disaster Recovery Terms and Conditions

"**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 Delivery Date**" means the date on which We make the Disaster Recovery Service ready for use

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

2. Disaster Recovery Service

2.1 In consideration for the payment of the charges (as further detailed in paragraph 3 below), C&W will provide You with the Disaster Recovery Service during this Agreement

2.2 The Disaster Recovery Service covers only those elements that are set out in the C&W Data Sheet. All other elements of the Telecommunications Network or service that You receive from Us are provided under the standard terms and conditions and prices as may be applicable from time to time.

3. Payment

3.1 Rental for the Disaster Recovery Service will start on the Service Delivery Date, unless:

3.1.1 We notify You of a later date for the start of Disaster Recovery Service when rental will be payable from; or

3.1.2 You use the Disaster Recovery Service before the Service Delivery Date, in which case rental will be payable from the date You first use the Disaster Recovery Service.

3.2 The connection charge and rental for the Disaster Recovery Service will be as set out in the Price list as may be amended by Us from time to time. Rental is normally payable in advance but We may bill You in arrears. You must pay rental in accordance with Our billing cycle. We will apportion rental on a daily basis for incomplete billing periods.

3.3 Other service(s) associated with a DRP (as defined in clause 8.1 below) will be subject to their standard terms and conditions and charges.

4. Deposits And Payments In Advance

4.1 We may ask for payment in advance, which does not exceed the connection charge and rental for the term of Disaster Recovery Service requested, prior to providing the Disaster Recovery Service.

5. Termination

5.1 We may terminate this Agreement by giving You at least three months notice. If We give You notice then You must pay rental and any other applicable charges up to the expiry of the notice period. We will credit or refund the appropriate proportion of any rental paid in advance for the period after Your liability for rental ceases.

5.2 You may by giving notice to Us at least three months before the expiry date of the term of Service, terminate this Agreement on the expiry date. If You terminate this Agreement during the term of Service You shall be liable for any outstanding charges at the rate in force in Our Price List. Outstanding rental charges shall not be payable:

5.2.1 if the Disaster Recovery Service is replaced with another Service from Us that We deem to be comparable; or

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

5.3 Your notice does not avoid any other liability for Service already provided.

6. Customer Premises Equipment

6.1 You must only connect Customer Premises Equipment to Our Service at Our designated Network Termination Point

6.2 Your Customer Premises Equipment must only be used with Our Service as directed under The Telecommunication (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 the above then You must disconnect it immediately or allow Us to do so at Your expense.

7. Information and Permissions

7.1 You confirm that in respect of the Disaster Recovery Service:

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

8. Disaster Recovery Plan

8.1 There is an obligation on both You and Us to agree a Disaster Recovery Plan (DRP). A separate DRP is needed for each of Your sites that require disaster recovery protection. A separate DRP is also needed for each service that You want to cover (e.g. Telephone Service, Private Circuit Services).

9. Testing

9.1 It is a requirement of the Disaster Recovery Service that You request Us to carry out a test of the DRP on an annual basis. If You fail to request Us to carry out such a test We cannot be held liable for failure to meet the target times set out in the SLA and no compensation will be due or payable to You. Testing will be undertaken during Normal Working Hours. An additional charge will be payable if We agree to undertake testing outside of Normal Working Hours.

10. 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 for the following:

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

SECTION 2 - Service Schedule

This Cable and Wireless Guernsey (C&W) Service Schedule as set out below, together with the C&W Data Sheet defines the standard level of Fault response and provision target times for the provision of the Disaster Recovery Service by C&W within the Bailiwick of Guernsey.

Standard Service Provision of Service (Disaster Recovery)

30 Working days or as agreed with customer if outside that period.

- Lead times apply only after completion of a Disaster Recovery feasibility study that has been approved by C&W.
- Lead times for Plans requiring additional telecommunications will be extended to allow for the provision of the additional services.

Additional services are supplied under C&W Standard Terms and Conditions for these Services as may be applicable from time to time. Customers will be advised

following the feasibility study of the forecast total lead-time.

We will provide You with the Disaster Recovery Service on the terms and conditions as stated.

We plan to deliver a working Disaster Recovery Service within the maximum time for provision as stated in these Terms and Condition or as agreed with You.

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

Cable and Wireless Guernsey Limited, PO Box 3, Upland Road, St Peter Port, Guernsey GY1 3AB, fax (01481) 724640 or email contact@surecw.com

If you require any work for the provision of Disaster Recovery Service to be undertaken outside of the normal hours then a charge will be made based on the applicable hourly rate.

Fault Support (Disaster Recovery)

You may report Faults to Us at any time by dialing service code 151. All Fault reports will be dealt with in accordance with the Terms and Condition for the affected service.

Invoking the Disaster Recovery Service

You can invoke the Disaster Recovery Service by calling the Customer Support Centre (CSC) by dialing 151. We will carry out the work as detailed in the Disaster Recovery Plan within the time scale documented in table I or as agreed with You.

Reinstating the original Disaster Recovery Service

You can reinstate the Disaster Recovery Service by calling Customer Support Centre (CSC) by dialing 151. We will carry out the work as detailed in the Disaster Recovery Plan within the time scale documented in table I or as agreed with You.

C&W will divert Your service(s) within the agreed deadline given in Table I below, subject to the provision described under "Testing" in clause 9.1 of Section 1.

Table 1

SERVICE	TIME OF DAY	TIMECALE
Telephone Service	Monday to Friday 0800-1700 (except public and bank holidays)	One Hour (per Plan)
Telephone Service	Any other time	Four Hours (per Plan)
Private Circuit Services	At all times	Four Hours (per Plan)

Cable and Wireless Guernsey Limited,
PO Box 3
Upland Road
St Peter Port
Guernsey. GY1 3AB