

Dedicated internet access

Version 5

This document tells you about our managed internet access service. These **special terms**, along with our standard terms and conditions, explain exactly how we'll work with you. We've done our best to cover everything, but if there's anything you'd like to check, just call our Customer Services team on 0800 052 0800.

1. Definitions and interpreting this document

1.1 In these **special terms**, words and terms mean the same as they do in our standard terms and conditions, unless these **special terms** give a different meaning.

1.2 Where the following words are printed in bold in these **special terms**, they have the meanings set out below.

acceptable use policy is the document which sets out the rules for using the **service**.

ADSL service means the **service** is provided using an ADSL (asymmetric digital subscriber line).

big red internet means our version of the managed internet access service.

broadband resilient service means the version of the **service** which uses two physical connections, one of which is based on either the **cable modem service** or the **ADSL service**.

BT means British Telecommunications plc.

cable modem service means the **service** is provided through a cable modem connected to our **communications network**.

communication service means any service offering communication facilities designed to allow people to communicate with others, including by email and through forums and online communities.

core IP network means the network of electronic communication networks,

gateways, lines and equipment which we (or a member of our group of companies) have developed and use to give you access to the internet.

CPS service (the carrier pre-select service) is a service that lets you make calls over our network even though your offices may be outside the area our network covers.

domain name means the web address set out on the **order form** or any other web address you and we agree in writing.

ethernet lite service means an ethernet access service using fibre optic technologies like EFM or FTTC (fibre to the cabinet).

line means the BT phone line we use to provide the **ADSL service** or the **ethernet lite service** (through the **WLR service**), or our co-axial cable used to deliver the **cable modem service**.

managed security service is our managed firewall integrated security service or IPSec VPN integrated security service (which includes the managed firewall).

offending material means material which:

- (a) is inaccurate, indecent, abusive, obscene, menacing or otherwise offensive, or which could damage a person's or organisation's good reputation;
- (b) breaks a confidence, copyright or other intellectual property right, privacy or any other right of any third party;
- (c) breaks any **law** (including the Computer Misuse Act 1990) or the **acceptable use policy**; or
- (d) could harm our **communications network** or any third

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party's system, including material containing a virus.

RIPE NCC means Réseaux IP Européens, which is an organisation that supports the infrastructure of the internet.

supplemental terms means any extra terms and conditions (other than these special terms and our standard terms and conditions) that apply to us providing a particular site contained in our website.

WLR service (wholesale line rental service) is a service where you have **BT lines** through us and use the **CPS service** so we bill you for those lines and the calls made on them.

1.3 Clause 1.9 of our standard terms and conditions does not apply to the **service**. If there are any inconsistencies between the documents making up the agreement, unless we state otherwise, the documents will take priority in the following order.

- 1.3.1 Any **supplemental terms**
- 1.3.2 These **special terms**
- 1.3.3 The **acceptable use policy**
- 1.3.4 Our standard terms and conditions
- 1.3.5 The **order form**
- 1.3.6 The **price guide**
- 1.3.7 The **service literature**

2. Providing the service

2.1 It is technically impractical to provide the service free of faults, and we do not guarantee to do so. If there is a fault in the **service**, you should report it by phoning the customer support number set out in the user documents or any other number we specify from time to time, or through any other facility for reporting faults. We will then use our reasonable efforts to explain how you can correct the fault yourself, or to repair the fault in line with the agreement.

2.2 The access rate (speed) of access to the internet using our **broadband resilient service** may be reduced:

2.2.1 by conflicts within our network and other internet networks; or

2.2.2 in relation to the **ADSL service** or the **ethernet lite service**, by rate adaptation of the modem or the technical limits of the **BT line** used to supply the service.

2.3 In relation to the **ADSL service**, you accept the following.

2.3.1 Any incorrectly wired extensions to your existing master phone socket forming part of the **BT** network may be disconnected. You will have to pay **BT's** charges at the time for any rewiring they agree to do.

2.3.2 While the agreement is in force, you must maintain a contract to use a **BT line** to your master socket. If you break this clause 2.3.2, you must indemnify (fully compensate) us for:

- (a) extra **BT** charges we have to pay to provide the service; and
- (b) termination charges we have to pay to **BT**.

Clause 15.4 of our standard terms and conditions will not apply to the indemnity in this clause 2.3.2.

2.4 You accept the following technical limits relating to the **ADSL service**.

2.4.1 The performance of some metallic local loops will mean that it is not technically possible or practical to provide the **ADSL service** or the **ethernet lite service** to you.

2.4.2 The **ADSL service** may affect the performance or speed of other telecommunications networks and other equipment at the **site**.

2.4.3 Other equipment at the **site** or in the local area may affect the performance or speed of

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the **ADSL service** or the **ethernet lite service**.

- 2.4.4 Some technical limits within a third-party operators' network may not be discovered until some time after installation, in which case we may need to withdraw the **ADSL service** or the **ethernet lite service**.
- We will not be liable to you for any of these technical limits.
- 2.5 You also acknowledge that there may be other technical limits. We will use our reasonable efforts to keep you informed of any technical limits to the service.
- 2.6 You acknowledge that technical limits may hinder the installation and activation of the **ADSL service** or the **ethernet lite service**, and that having **BT** equipment at the site does not guarantee that the **ADSL service** or the **ethernet lite service** can be successfully activated, and we will not be liable for this.
- 2.7 We can cancel the **ADSL service** or the **ethernet lite service** if, after we have placed an order for you with **BT**, you and we cannot agree an installation or activation date within 30 days of the date **BT** accepted the order. You must indemnify us for all costs (including any third party cancellation charges) arising as a result of the cancellation. Clause 15.4 of our standard terms and conditions will not apply to the indemnity in this clause 2.7.
- 2.8 We will not be liable for any loss or damage associated with your alarm system failing after you are connected to the **ADSL service**.
- 2.9 We can change phone numbers or dialling codes, or the specification of the service, for operational reasons.
- 2.10 If there is a fault with the **ADSL service** or the **ethernet lite service**, you must report this to us, not **BT**, in line with any service level agreement that applies. If the fault is not due to the **service**, or we have not been able to diagnose it remotely, because you have not met the requirements of clause 6.6 of our standard terms and conditions, you must pay our charges for investigating the fault.

For the FTTC-based **ethernet lite service** there is a 4-day 'stabilisation period' starting on the **service start date**. For the **ADSL service** there is a 10-day 'stabilisation period' starting on the **service start date**. During these periods, the service levels for the relevant **service** will not apply and you should not report any faults.

- 2.11 You accept that due to the nature of the internet, we cannot guarantee that the **service** will not be interrupted or that any messages or information sent through the **service** will be sent accurately, reliably, in good time or at all.
- 2.12 The service gives you access to the internet, services provided by third parties and other materials. Apart from any website controlled by us, we do not control and are not responsible for the content of material you get by using the **service**. You are responsible for making a decision on the suitability, quality or legality of accessing, viewing or downloading any material from the internet.

3. Managed security service

Clauses 3.1 to 3.7 apply if you have bought our **managed security service** as part of the **service**.

- 3.1 Without affecting the general nature of our standard terms and conditions and these **special terms**, you should pay particular attention to clause 12 of our standard terms and conditions, which relates to us providing software.
- 3.2 As part of the **managed security service**, the equipment we provide to you may include a firewall security device with certain software. We do not own that software and we will not be liable for any claims, damages, expenses or losses arising in connection with you using, or not being able to use, the software.
- 3.3 Certain technical specifications and restrictions may apply to the firewall security device. You can ask us for details of these. We will have no liability for any claims, damages, expenses or losses arising from you not keeping to or

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within those technical specifications or restrictions.

- 3.4 You must ask for, and make, all configuration changes to the firewall security device in line with the **service level agreement** that applies at the time.
- 3.5 As part of the firewall security service, we may transfer software code to third parties outside the European Economic Area (the countries of the European Union plus Iceland, Norway and Liechtenstein) in order to detect malicious code and viruses.
- 3.6 We will not be responsible for any claims, damages, expenses or losses arising from any connection between the firewall security device and your (or any third party's) software or systems.
- 3.7 Where we give you access to the firewall security device, or allow you to change parameters within the firewall security device, we will not be responsible for any claims, damages, expenses or losses arising in connection with that access or any changes.

4. Big red internet

Clause 4.1 applies if we provide you with the **big red internet** version of the service.

- 4.1 You can ask us to provide a managed router. You will be responsible for checking that the router is suitable for your needs. We will not be responsible for any failure of the **service** if the router is not suitable.

5. Paying for the service

Unless the **order form** states otherwise, we will invoice you for the **rental** each year in advance from the **service start date**.

6. Trademarks and logos

The images, logos and names on **our website** which identify us, members of our group of companies or third parties and our or their products and services are our or their official company marks. Nothing contained on our website gives you any licence or right relating to that image, logo or name.

7. Domain names

- 7.1 Where the service includes registering or hosting a **domain name** set out on the **order form** or agreed with you in writing, you must own any relevant trademark or name, or have a licence to use it as the **domain name**.
- 7.2 You may need to choose a replacement **domain name**, and we may suspend the **service** or part of it, if we believe that the **domain name** contains **offending material**.
- 7.3 If you do not pay any amount due under the agreement, or any of the information we need to register a **domain name** is incorrect or late, we may end the process of applying for registration or may cancel registration.
- 7.4 You agree that we may charge an appropriate transfer fee for transferring any **domain name** from you or a third party. The transfer fee will be as set out in the **price guide** or as agreed with you in writing from time to time. In order for us to make the transfer, you agree to:
 - 7.4.1 co-operate fully and promptly with our reasonable requests; and
 - 7.4.2 do everything reasonably possible, at your own expense, to make sure that any third party co-operates with us fully and promptly.

We will use our reasonable efforts to make the transfer, but we will not be liable if the transfer cannot be made or is delayed because we did not get full and prompt co-operation from you or a third party.

- 7.5 You appoint us as your agent for the purposes of registering the **domain name**. You authorise us to accept the registry's standard terms and conditions on your behalf.

You will be bound by the registry's standard terms and conditions. You are responsible for getting a copy of those terms and conditions and you must read, understand and keep to them.
- 7.6 We do not guarantee that the **domain name** can or will be registered. You should not assume that the **domain**

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- name** is registered until you are told in writing that it has been. We are not liable for any action you take in connection with the **domain name** (including marketing or publicity and the costs involved) before you are told that it has been registered.
- 7.7 You will have no claim against us if the registry refuses to register the **domain name** or suspends or cancels it for any reason.
- 7.8 We are not responsible for, and will not be liable for, your use of the **domain name**. You are responsible for settling disputes with any third party in connection with you using the **domain name**. If there is a dispute, we may withhold or suspend the **domain name** without giving you notice or having any liability to you.
- 7.9 We do not guarantee that the **domain name** is or will continue to be available for you to use or that no other **domain name** which conflicts with or affects the use of the **domain name** is or will be registered.
- 7.10 You may not transfer the **domain name** to any third party without our permission in writing. If we give our permission, we will only arrange the transfer if, on the date the transfer would be made, we have received all charges for the **service**.
- 7.11 If the **service** includes us renewing the registration of the **domain name**:
- 7.11.1 we will use our reasonable efforts to renew it;
- 7.11.2 we will not be liable to you if we fail to renew the registration of the **domain name** for any reason; and
- 7.11.3 you agree that we may renew the registration of the **domain name** automatically, and you will pay us any relevant charges referred to in the **price guide**.
- ## 8. IP addresses
- 8.1 We will own any IP (internet protocol) addresses we allocate to you. You can only use the IP address while the agreement is in force.
- 8.2 If the Government or other authority requires us to reconfigure our **core IP network**, you may need to reconfigure your network to be able to receive the **service**. We will not be liable to you for the cost of the reconfiguration of your network.
- 8.3 If there is any conflict between the IP addresses provided by us and the addresses you already use, we will use our reasonable efforts to change our IP addresses to remove the conflict. If we cannot avoid the conflict, you must change your IP addresses.
- 8.4 As part of the **service** we may have to get an IP address and gateway number from **RIPE NCC**, who manage the allocation and redistribution of IP addresses.
- 8.5 If we get an IP address and gateway number from **RIPE NCC** for you, the following will apply.
- 8.5.1 We will liaise with you to keep registration records up to date.
- 8.5.2 You must give us up-to-date registration information, and you agree that some or all of this registration information can be published in **RIPE NCC's** database.
- 8.5.3 You must not transfer any IP address and gateway number to a third party.
- 8.5.4 You must pay us an annual fee for the IP address and gateway number as set out in the **order form**.
- 8.5.5 The IP address and gateway number will automatically return to **RIPE NCC** if:
- (a) we cannot contact you; or
- (b) you do not pay the annual fee.
- 8.5.6 **RIPE NCC** policies, as published on the **RIPE NCC** website and amended from time to time, apply to the use of the IP address and gateway number.

- 8.6 If you want to continue using the **RIPE NCC** IP address and gateway number after the agreement ends, you must enter into an agreement with another local internet registry, or with **RIPE NCC**. We and our group of companies will not be obliged to continue providing **RIPE NCC** IP addresses and gateway numbers after the agreement ends.

9. Using the service

- 9.1 You must make sure any use of the **service** keeps to the **acceptable use policy**. You are bound by any changes we make to the **acceptable use policy**. We will put notice of those changes on **our website**.
- Any changes will come into effect 30 days from the date we put notice of them on **our website**. If a change to the **acceptable use policy** is to your material detriment (that is, you are significantly worse off), you can end the agreement under clause 20.2 of our standard terms and conditions.
- 9.2 Without having any obligation to do so, we can monitor the service and can block access to, edit, refuse or remove any material from the communications network if we reasonably believe that the material may break the agreement or the **acceptable use policy**.
- If we receive a complaint relating to any material published or sent through the service, we will be entitled (but not obliged) to take the action set out above without investigating the complaint.
- 9.3 Paragraph 7.1 of the **acceptable use policy** does not apply to the service.
- 9.4 Without affecting the general nature of clause 11.3 of our standard terms and conditions, you agree not to use (and to not let any other person use) the **service** to store or reproduce any **offending material**.
- 9.5 The content you get access to using the **service** may be protected by copyright or other law. The agreement gives you no rights to such content.

10. Wholesale line rental service

- 10.1 If you receive our **WLR service**, and the **line** will also be used for phone calls:
- 10.1.1 those calls must be made through our CPS service;
 - 10.1.2 extra terms and conditions will apply; and
 - 10.1.3 we will invoice you for the line rental and call charges.
- 10.2 For the whole duration of the **agreement** for the **WLR service** you must not override the **CPS** or otherwise take or allow any actions to direct calls away from the **CPS service**.
- 10.3 If you break clause 10.2 we will (without affecting our other rights under the agreement), for the rest of the term of the **WLR service**, be entitled to charge you **call charges** and administrative charges at the rates we reasonably think fit.

11. Supplemental terms

If any **supplemental terms** apply to the service, they will form part of the agreement between you and us. You must keep to those **supplemental terms**.

12. Keeping to the law

- 12.1 You must not post, publish, upload, distribute, transmit, re-transmit or store material on or through any of our systems, services or products, or those of any member of our group of companies, if this would break any law or regulation that can be enforced in the United Kingdom.
- 12.2 You must own, or have all the necessary rights to, any material you post, upload, input or provide on any website we host.

13. Disclaimer

We do not control or endorse the content, views, messages or information found in any **communication services**. We do not have any liability in connection with the **communication service** and any

losses or damages arising as a result of you using the **communication service**.

14. Limit of liability

As well as the provisions relating to our liability for loss or damage in our standard terms and conditions, and clauses 3.2 and 3.3 of these **special terms**, the following also apply.

- 14.1 Without affecting the general nature of clauses 15.1 to 15.9 of our standard terms and conditions, we will not be liable for loss or damage to you or your business as a result of unauthorised access, failures of security measures or online attack (through the internet, the service or otherwise) to your business systems, data, information or other materials. You are responsible for protecting yourself as you think fit.
- 14.2 We will have no liability in relation to the accuracy, content, quality, completeness, fitness for purpose or legality of any information or services you get access to using the **service**. We will have no liability for material that you transmit or receive, or any failure to transmit or receive any material.
- 14.3 We do not guarantee that the services of any third party will always be available, and so will have no liability if they are not available. If you get access to any third party's information or services through the **service**, you will be bound by that third party's terms and conditions, if any. You will be responsible for keeping to those terms and conditions. We will have no liability in connection with any third party's information or services.
- 14.4 We will not have any liability for:
- 14.4.1 any **offending material** on a third party's website;
 - 14.4.2 the conduct of any third party; or
 - 14.4.3 any third party's rights being infringed (broken, limited or undermined).

You are responsible for making a decision as to the suitability or legality of accessing, viewing or downloading any material from the internet and we will have no liability for any content sent or received using the service.

14.5 We will not be liable for failing to meet any published service levels except those set out in any service level agreement that applies.

14.6 Any dealings with third parties (including advertisers) included within or accessed through **our website** or the **service**, and any terms, conditions, assurances or guarantees associated with those dealings, are between you and the relevant third party. We will not be involved in those dealings or have any liability in connection with them. You are responsible for keeping to any acceptable use policy or terms and conditions relating to using linked sites.

15. Changing the Agreement or Service

15.1 Despite the provisions relating to notices in clause 22 of our standard terms and conditions, we can give notice of changes to the **acceptable use policy** by putting the changes on **our website**. You should regularly check the up-to-date **acceptable use policy** on **our website**.

Thank you

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