

# IPVPN

## Version 10

This document tells you about our IPVPN service. These **special terms**, along with our standard terms and conditions, and our service level agreement, 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.

## Part A - IPVPN

### 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.

**ADSL or Asymmetric Digital Subscriber Line** means a legacy circuit based solely on copper technologies (which has subsequently been superseded by a **SOADSL service**).

**Advanced Installation** has the meaning given to it in Appendix 1 – Installation Types.

**British Standards** means the established guidelines and specifications set forth by the British Standards Institution (BSI) that govern the quality, safety, and performance of power supply systems.

**BT** means British Telecommunications plc and/or Openreach Limited, as the context may require.

**Circuit** means the physical connection over which the **service** is provided.

**Excused Outage** means any **IPVPN service** downtime caused by:

- **your** network or system, or any part of it;
- any problem associated with equipment connected on **your** side of the **network terminating equipment**;
- **your** failure or delay in complying with **our** reasonable instructions;
- any refusal to allow **us or our** representatives to enter into the relevant Site to diagnose or remedy any **fault**;
- any delay or an act or omission of any **third party** which is beyond **our** reasonable control which shall include, without limitation, a fibre cut.

**Fault** means a fault, outage or **site** downtime (other than a **planned outage** or an **excused outage**) resulting in a total loss of **service** at a **site** where a **site** is unable to transmit or receive data to or from other **sites** via the **service**, or where it is not possible to transmit internet data in one or both directions and which has been reported to **us** in accordance with standard fault reporting procedures.

**FTTC or Fibre To The Cabinet** means a legacy circuit based on a combination of fibre optic and copper technologies (which has been superseded by a **SOGEA service**).

**FTTP service or Fibre To the Premise** means a **circuit** based solely on fibre optic technologies.

**HFC or Hybrid Fibre Co-axial Cable** means a **circuit** using hybrid fibre co-axial cable.

**LAN** means local area network which is a wired ethernet network on the Customer's side of the **network terminating equipment**.

**Network termination point** means a point that marks the boundary of the **service**. This is the LAN port on

the **service equipment** we use at your **site** to provide the

managed **IPVPN service** or the port on your side of the **service equipment** for the unmanaged IPVPN service.

**NTE** means the network termination equipment used for providing the Service, which includes the Specific Face Plate (SSFP).

**NTE5C** means the handoff point from **BT** where **BT** is the third party circuit provider of **SOADLS service** or **SOGEA service**.

**ONT or Optical Network**

**Termination** means a device installed to terminate the fibre path being installed at the premises.

**Planned Outage**

means any **IPVPN service** downtime:

- scheduled by us to carry out any preventative maintenance or upgrades to the **IPVPN service**; or
- caused by any services **you** request or authorise including, without limitation, network redesign or reconfiguration;

**Premium Installation** has the meaning given to it in Appendix 1 – Installation Types.

**Secure Electricity Supply** means a safe and reliable power source for **service equipment**, which is compliant with applicable **British standards**.

**Service or IPVPN Service** means the **Internet Protocol Virtual Private Network services** which we provide to **you** under the **agreement**.

**Services Equipment** means equipment used by **us** or third party to deliver

the Service.

**Shift** means where equipment used for providing the Service can be moved within **your Site** from one internal location to another internal location.

**SOADSL Circuit or Single Order Asymmetric Digital Subscriber Line** means a **circuit** based solely on copper technologies.

**SOGEA Circuit or Single Order Generic Ethernet Access Service** means a **circuit** based on a combination of fibre optic and copper technologies.

**Splice Point** means the box installed on the outside of the external wall for **FTTP**.

**Standard Installation** has the meaning given to it in Appendix 1 – Installation Types.

**Third Party** means a person, company or entity other than **us** or **you**.

**We, Us, Our** means, as applicable, Virgin Media Business Limited a company registered in England (registered number 01785381), whose registered office is at 500 Brook Drive, Reading, RG2 6UU.

**Wireless data service** is a type of **IPVPN service** which uses a combination of wireless and fixed connections.

**Wireless data allowance** means the monthly data usage allowance for the **wireless data service**, as set out in the **order form** or otherwise agreed in writing.

**You or Your** means the entity that has entered into the **agreement** with **us** under which access to the Portal is provided.

## 2. Connecting the service

- 2.1 The on-net service may be delivered through one of the following:
- 2.1.1 a **HFC**; or
  - 2.1.2 a **HFC** gateway **NTE** device, which is connected by ethernet or coaxial to our communications network.
- On the **HFC** or **HFC** gateway **NTE** device, the **network termination point** (the point beyond which we will have no liability for the equipment) is the communications port to the **LAN** or **WLAN**. This will be an RJ45, ethernet or communications port, or an IEEE802.11 wireless access port.
- 2.2 The off-net service may be provided through one of the following:
- 2.2.1 a **SOADSL, SOGEA, FTTP service**; or
  - 2.2.2 an **NTE** gateway device, which is connected to **our** communications network through an access line such as **SOADSL, SOGEA, or FTTP** line.
- 2.3 On the modem or **NTE** gateway device, the **network termination point** is the communications port to the **LAN** or **WLAN**. This will be an RJ45, ethernet or communications port, or an IEEE802.11 wireless access port. **We** will have no liability for equipment beyond the **network termination point**.

## 3. Your apparatus

As well as the provisions relating to **your apparatus** set out in **our standard terms and conditions**, the following apply.

- 3.1 **You** are responsible for getting all the computer and other equipment or services **you** need to use the **service** properly.

- 3.2 **You** are responsible for maintaining the connection between **your** network and the equipment **we** use on **your** premises to provide the **service**.

## 4. Providing the service

### Service Components- Connectivity

- 4.1 **IPVPN services** may be delivered using one or more of the following access technologies:
- 4.1.1 **Ethernet**
  - 4.1.2 **SOADSL**;
  - 4.1.3 **SOGEA**;
  - 4.1.4 **FTTP**
  - 4.1.5 **GEA FTTC**;
  - 4.1.6 **EFM**;
  - 4.1.7 **HFC**; and/or
  - 4.1.8 **4G** or other mobile telecommunications services or their replacement, successors, or next generation technologies.
- 4.2 Where **you** are purchasing resilient data services from **us**, such resilience may use one or more types of connectivity set out above. Any resilience may be provided concurrently ("**Active Resilience**" or referred to as "**Active Active**") or in a fail over manner ("**Backup Resilience**" or referred to as "**Active Passive**") as per the details in the order form.

## 5. Providing the Service - Survey

- 5.1 **We** will only provide the **IPVPN service** following the completion of the **survey** (if applicable) and only if the results of that **survey** are satisfactory.
- 5.2 Additional charges may apply if they:
- 5.2.1 are identified as necessary by the **survey**;
  - 5.2.2 arise following a discovery of an irregularity which was not highlighted by the

- 5.2.3 **survey** when installing the **IPVPN service**; and/or arise following the result of **you** requesting, and **us** agreeing to make a change during the installation and connecting process.

in each case **we** will notify **you** of any applicable additional charges.

- 5.3 If **you** do not accept the additional charges notified under paragraph 5.2 of these **special terms**, **you** may immediately terminate the **IPVPN service** at the affected **site** by giving **us** written notice within seven (7) calendar days of receiving notification of the additional charges. If **you** fail to provide notice of termination in accordance with this paragraph, **you** shall be deemed to have accepted the additional charges, and **you** will be liable to pay them in full.
- 5.4 If **we** are unable to complete an installation because **you** have not fulfilled **your** obligations under this clause, **we** may charge **you** for the failed visit and any reasonable associated costs. If **you** do not keep an agreed appointment for **us** to access the **site** for the purposes of conducting a **survey**, **we** reserve the right to charge **you** any costs reasonably incurred including but not limited to a call-out fee.

## 6. Providing the Service -Installation

- 6.1 **You** accept and acknowledge the following provisions in relation to installation of the **circuit(s)**:
- 6.1.1 any incorrectly wired extensions to **your** existing master socket forming part of a **third party** network may be disconnected. **You** shall be solely liable for any charges imposed by the relevant **third party** suppliers for any rewiring that the relevant **third party** agrees to do;
- 6.1.2 where the applicable **circuit** is provided through a **third party**, the installation may be carried out by that **third party**;

- 6.1.3 **we** (or the applicable **third party**) shall schedule appointment(s) with **you** for installation and configuration of the **IPVPN service** to take place on a **working day**, at a time agreed between **us** and **you**;
- 6.1.4 **you** will provide the engineer access to the **site** at the time agreed between **you** (or the applicable **third party**) and **us**; and
- 6.1.5 for installation of the **IPVPN service**, it may be necessary to install **ONT** equipment both outside and inside the premises at a **site**, within proximity to a power supply.

- 6.2 Notwithstanding the type of **circuit(s)** requested by **you**, **you** acknowledge that there are technical limits which might prevent **us** from being able to provide, or restrict how **we** provide a Circuit, including but not limited to the following:

- 6.2.1 access to the **circuit(s)** may not be possible, if **you** already receive some services from another communications provider. **We** will use reasonable endeavours to notify **you** if such circumstances prevent **us** from providing the **IPVPN service**; and
- 6.2.2 certain technical limits within **third party** operators' networks may only become apparent after installations has commenced, and in such cases **we** may be required to withdraw the **circuit(s)**.

- 6.3 **You** accept that the technical limits may hinder the successful installation and activation of **SOADSL service**, **SOGEA service** or **FTTP service** and that having **BT** equipment does not guarantee that the **SOADSL service**, **SOGEA service** or **FTTP service** can be successfully activated. **You** acknowledge and agree that **we** will not be liable in respect of the same.
- 6.4 For the **SOGEA service** there is a ten (10) day 'stabilisation period' starting on the **service start date**. During this period, the **service levels** for the

relevant **IPVPN service** will not apply and **you** should not report any **faults**.

- 6.5 **We** reserve the right to cancel a **circuit** if, after **we** have placed an order for **you** with an applicable **third party** for the **circuit**, **we** and **you** cannot agree an installation or activation date within thirty (30) days of the date the **third party** accepting the order. **You** must indemnify **us** for all costs and charges (including third-party cancellation charges) arising as a result of the cancellation.
- 6.6 We will use reasonable endeavours to install applicable Services Equipment at a location requested by **you**, however **our** decision as to the final placement of the **services equipment** shall be final and binding.
- 6.7 When selecting **SOADSL service**, two different installation types are available; **standard installation** or **premium Installation**.
- 6.8 When selecting **SOGEA service** or **FTTP service**, three different installation types are available; **standard installation, premium Installation or advanced installation**.
- 6.9 Each subsequent installation type accommodates increasing levels of complexity, and it is **your** responsibility to advise of the required installation type. The installation types available are further detailed in Appendix 1 - Installation Types. If it is later determined at the installation appointment that a different more complex installation type is required, then the installation appointment and the **customer promise date** shall be rescheduled, and a failed site visit charge will become immediately payable by **you** in addition to any additional charges that may apply.
- 6.10 If, after placing an order for **our HFC, SOADSL service, SOGEA service** or **FTTP service**, **you** choose to cancel the order prior to the **service start date**, then **you** agree to pay **us** **cancellation charge** as provided on our [Terms & Conditions | Virgin Media Business](#) website, plus any **third party** costs already incurred and any civils or construction costs already incurred.
- 6.11 If, **you** cancel an order for **ethernet service** prior to the **service start date**, then **you** agree to pay **us** the

applicable **cancellation charge** as set out on **our** website in addition to any **third party** costs already incurred and any civils or construction costs already incurred.

## 7. Providing the Service - Access to Site

- 7.1 In order for **us** (or **our third party** supplier(s)) to meet its obligations under **the agreement**, after giving **you** reasonable notice (except in an emergency) **you** must:
- 7.1.1 allow **us** to carry out work in connection with installing, maintaining, adjusting, repairing, moving, replacing, renewing or removing the **services equipment** at or on the **site** (or **your** other applicable premises as are necessary) including the work set out in paragraph 6.1
- 7.1.2 provide a safe and suitable working environment for **us** at the **site** (or **your** other applicable premises as are necessary); and
- 7.1.3 not use the **site** (or other applicable premises) in any way that would make it significantly more difficult or expensive for **us** to exercise its rights under this paragraph.
- 7.2 If the terms of any **site** access agreement you have entered into with **us** or any of **our group companies** is inconsistent with paragraph 7.1, the terms of the **site** access agreement will take priority.
- 7.3 Any person who allows **us** to enter the **site** or other premises or land will be considered to have **your** authority to grant **us** entry.
- 7.4 When exercising any of its rights under paragraph 7.1, **we** will cause as little damage as reasonably possible and will make good any damage that **we** cause at the **site**.
- 7.5 Paragraphs **Error! Reference source not found.** to 7.5 will apply for as long as is necessary for **us** to exercise



**our** rights to disconnect any **services equipment** and remove it from the **site**, other premises or land, even if the **agreement** has expired or is terminated.

## 8. Providing the Service - Permissions or Wayleave

8.1 **You** must (at **your** own expense), get or provide any permission or wayleave **we** may need to exercise **our** rights under this paragraph 8 or to otherwise enable **us** to provide the **IPVPN Service**. **We** will have no liability to **you** if **you** cannot get the necessary permission or wayleaves.

8.2 In connection with any permission or wayleave given in line with paragraph **Error! Reference source not found.:**

8.2.1 **You** must make sure that **your** employees follow all of **our** (or the applicable **third party's**) reasonable instructions; and

8.2.2 **We** must make sure that **our** employees follow all of **your** or a **third party's** reasonable instructions.

## 9. Providing the Service - Site Requirements

9.1 **You** must provide (at **your** expense) appropriate space, power, ducting and environment for **us** to install and maintain the **equipment** at the **site**. **You** must make sure that **you** make any necessary preparations before the **equipment** is connected, and **you** must follow any instructions **we** give to **you** on making those preparations.

9.2 If, on any agreed date, **you** fail to:

9.2.1 take delivery of, or allow **us** (or a **third party** supplier as applicable) to install, the **equipment**; or

9.2.2 allow **us** (or **third party** supplier as applicable) to carry out any work at the **site**, **we** may arrange storage for the **equipment** at **your** risk (meaning that **we** will not be liable for any loss or damage arising while the **equipment** is in storage).

**You** will have to pay the reasonable costs of the storage and **we** may charge **you** a call-out fee and any reasonable costs arising as a result of **your** failure to comply with this paragraph 9.2.

9.3 Unless **we** agree otherwise with **you** in writing, there must be a **secure electricity supply** available at the **site**, at the points and with the connections **we** specify, for installing, using and maintaining the **equipment**. If **you** need the **IPVPN Service** to continue uninterrupted in a power failure, **you** must provide back-up power which meets the requirements of the relevant **British standards**. **We** will not be liable for **faults** arising in the **IPVPN service** or equipment as a result of a power failure within the **site**.

### Technical Limitations

9.4 **You** accept the following technical limits relating to the **IPVPN Service**.

9.4.1 It is technically impractical to provide the **IPVPN Service** free of faults, and **we** do not guarantee to do so. If there is a **fault** in the **IPVPN 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**.

9.4.2 The **SOADSL Service**, **SOGEA service** and **FTTP service** cannot be provided to **you** if **you** already receive these services from another communications providers. **We** will use **our** reasonable efforts to let **you** know if any service **you** receive from another communications provider means that **we** cannot provide the **IPVPN service**.

- 9.4.3 The **IPVPN service** may emit an electromagnetic field which may affect the performance or speed of other adjacent equipment at the **site**.
- 9.4.4 Where **you** are using **SOADSL service, SOGEA service, FTTP service** or **our HFC**, bandwidth performance depends on the specific manner of accessing the **IPVPN service**, and such performance may be reduced.
- 9.4.5 where **you** are using **SOADSL service, SOGEA service, FTTP service** or **our HFC**, bandwidths are not guaranteed and cannot be known until the **circuit(s)** are live and tested.
- 9.4.6 Where **you** are using **SOADSL service, SOGEA service, FTTP service** or **our HFC**, **you** acknowledge that the network is configured to distribute bandwidth between all subscribers in accordance with **your** respective bandwidth subscriptions, and is subject to the constraints of the network and **services equipment** delivering the **IPVPN service**.
- 9.5 **We** shall not be liable (in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising) for any loss or damage associated with the failure of **your third party** provided equipment (including but not limited to any alarm system), to the extent such failure is a direct result of a change in the environment and/or internal infrastructure of **your third party** provided equipment due to the installation of a **IPVPN service**, after **you** are connected to the **IPVPN service**.
- 9.6 Where the **customer** is using **SOADSL service, SOGEA service, FTTP service** or **our HFC**, **you** acknowledge that the **IPVPN service** does not provide for **you** to make or receive telephone calls, including calls to the emergency services. **you** shall keep a mobile phone available and charged and use such mobile phone to call the emergency services in the event that such a call is required.
- 9.7 **We** will not be liable to **you** for any of these technical limits.
- 9.8 **You** also acknowledge that there may be other technical limits which **we** will not be liable for. **We** will use **our** reasonable efforts to keep **you** informed of any technical limits.
- 9.9 **We** can cancel the **SOADSL service, SOGEA service or FTTP service** if, after **we** have placed an order for **you** with **BT**, **you** and **we** cannot agree an installation or activation date within thirty (30) calendar days of the date **BT** accepted the order. **You** must indemnify **us** for all costs (including third-party **cancellation charges**) arising as a result of the cancellation. Clause 15.5 of the **standard terms and conditions** will not apply to **your responsibility** under this clause 9.9.
- 9.10 If there is a fault in the **SOADSL service, SOGEA service or FTTP service**, **you** must report this to **us**, not **BT**, in line with any **service level agreement**. If a **fault** is not due to the **IPVPN service** or **we** have not been able to diagnose it remotely, because **you** have not met the requirements of clause 6.6 of the **standard terms and conditions**, **you** must pay **our** charges for investigating the **fault**.
- 9.11 **We** will not be liable for any loss or damage associated with **your** alarm system failing after **you** are connected to the **IPVPN service**.
- 9.12 **You** accept the following limitations relating to the mobile operator networks **we** use to provide the **IPVPN service**, or the other wireless technologies which may be used in providing the **Wireless data service**.
- 9.12.1 Network coverage;
- 9.12.2 Weather conditions;
- 9.12.3 Volume of usage by others using the network;

- 9.12.4 The mobile operator's management of their network; and
- 9.12.5 Other environmental, technical or operational factors.

**We** will not be liable to **you** for any of these limitations in clause 9.12 above.

**You** accept that there may be other limitations which **we** will not be liable for. **We** will use **our** reasonable efforts to keep **you** informed of any other limitations.

- 9.13 **You** accept that, despite the results of any **survey** or inspection **we** carry out, technical limits may hinder the activation of the **wireless data service** and that having **equipment** installed at **your site** does not guarantee that the **wireless data service** can be activated. **We** will not be liable for this. You agree that if the **wireless data service** cannot be activated, **We** can charge **you** a standard engineering fee (at **our** prevailing standard rate as may be updated from time to time) for installing and removing **equipment**.

- 9.14 **You** accept that where **we** provide **you** with existing connectivity to a **site**, **we** may re-purpose and re-configure that connectivity to provide an **IPVPN service**, unless **you** explicitly tell **us** otherwise. Where **you** opt to retain the use of **your** incumbent IPVPN Circuit provided by **us**, **you** accept that **you** will be subject to the service level agreement laid out in the **agreement** relating to that Circuit (including the service credit regimes therein) – no other service level agreement will apply to **your** service. **You** accept that **we** will not support testing of any specific features upon **your** request.

- 9.15 If, during the installation or delivery of the **IPVPN service**, events beyond **our** reasonable control (as set out in clause 20 of the **standard terms and conditions**) result in **us** being unable to install, deliver or provide **services** at a certain **site**, **we** shall (subject to paragraph 5.14 of these **special terms**) have the right to terminate **services** to that **site** without further liability to **you**. **You** shall not be charged any **cancellation charges** where **we** have exercised **our** rights under this paragraph 9.15 in respect of a particular **site**. Cancellation of a **site** under this paragraph 9.15 shall be without prejudice to **your** rights and

**our** obligations in respect of all other **sites**, which shall continue and be provided in accordance with the terms of the **agreement**.

- 9.16 Where circumstances arise that would give to **our** right to terminate or cease **services** at a **site** under paragraph 9.14 of these **special terms**, **we** will use **our** reasonable endeavours to identify an alternative like for like service or solution to resolve, bypass or overcome any events beyond **our** reasonable control that result in **us** being unable to provide the **IPVPN service** to the relevant **site**. **We** shall notify **you** of any such alternatives, including any addition or increase to the charges that will arise from such alternative. **You** shall confirm to **us** in writing within five (5) **working days** of receipt of notification of any alternative services confirming whether the alternative (including any amendment to the charges) is agreed and accepted by **you**. If such amendment is rejected by **you** or not accepted within five (5) **working days**, **we** shall not implement the alternative solution or service and shall be entitled to cease the **IPVPN services** at the affected **site** under paragraph 9.15 of these **special terms** above without further liability to **you**.

## 10. Date the service starts and paying for the service

- 10.1 **You** accept that different parts of the **service** may start at different times.
- 10.2 **We** can start charging for a particular **service** (or any part of it) ordered on an **order form** from the date that **service** (or any part of it) starts.
- 10.3 **We** will invoice the **connection charges** for each ordered **service** (or any part of it) on or around the **service start date** of the relevant **service** (or any part of it), or any other date **we** specify.

## 11. Installing the service and equipment

- 11.1 Unless a change **we** propose is to **your** material detriment (that is, **you** are significantly worse off), the reference in



clause 21.3 of **our standard terms and conditions** to **your** right to end the **agreement** if **we** give **you** notice of a proposed change will be considered to be a reference to your right to cancel the **service** for the **site** affected by the change.

## 12. Ending the agreement

- 12.1 Unless **we** agree otherwise, you cannot end the **agreement** for only part of the **service**.
- 12.2 If **we** agree to any partial termination of the service, **you** remain responsible for all charges due under the **agreement** unless **we** expressly agree otherwise in writing. **We** may also apply early termination charges or recovery of installation or set-up costs where relevant.

## 13. Online reports

- 13.1 **You** accept that **we** may not be able to provide online reports as part of the **service**, or that any online reports may contain some inaccuracies or be delayed. **We** will not be liable for this.

## 14. Wireless data service

- 14.1 Clauses 14.1 and 14.2 apply if the **wireless data service** is configured as the back-up circuit of a resilient service.
- 14.2 The **wireless data service** must only be used for providing a back-up between **your** remote sites and **your**

key site or head office site.

- 14.3 If the primary link to any one site fails, so that the **wireless data service** back-up is used, we will refund the **call charges** **you** have to pay for going over the **wireless data allowance** for the relevant site as a result, as long as the following apply.

14.3.1 **You** tell us within 30 days of us issuing the invoice that includes the **call charges**, quoting the invoice number.

- 14.3.2 The failure of the primary link is recorded as a **fault** on **our** fault-management system and is not caused by:

- a) **your** network or system, or any part of it;
- b) a **fault** in, or any problem associated with, equipment connected on your side of the **network termination point**;
- c) something **you** should or should not have done;
- d) **you** breaking the **agreement**; or
- e) **you** failing to follow, or a delay in following, **our** reasonable instruction

# Part B - Health and Social Care Network (HSCN)

This part of our **special terms** sets out the additional terms that apply where we provided access to the HSCN for you provisioned over our IPVPN service.

## 1. Definitions for this Part B

- 1.1 In this Part B of 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.

**CN-SP Deed** means the deed required by the HSCN Authority to be signed by an CN-SP in order for it or its subcontractor to deliver HSCN Connectivity Services.

**Connection Agreement** means the agreement setting out the obligations and requirements for organisations wanting to connect to the HSCN, together with all documents annexed to it and referenced within it.

**Consumer Network Service Providers or CN-SP** means an organisation that is supplying or is approved to supply HSCN Connectivity Services having achieved the appropriate HSCN Compliance.

**Good Industry Practice** means the standards, practices, methods and procedures conforming to **law** and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.

**Health and Social Care Network or HSCN** means the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate.

**HSCN Authority** means NHS Digital (the Health and Social Care Information Centre).

**HSCN CN-SP Service Management Requirement Addendum** means the

additional details for the service management requirements under the **HSCN Obligations Framework** as available at <https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers> which may be updated from time-to-time by the HSCN Authority.

**HSCN Compliance or HSCN Compliant** means a status as detailed in the document "HSCN Compliance Operating Model", as set out at <https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>, and as updated by the HSCN Authority from time to time. **HSCN Connectivity Services** means any service which is offered by a CN-SP to provide access to and routing over the HSCN.

**HSCN Consumer** means a recipient of HSCN Connectivity Services, namely you.

**HSCN Consumer Contract** means any agreement pursuant to which a CN-SP (or sub-contractor of a CN-SP) agrees to supply HSCN Connectivity Services to an HSCN Consumer.

**HSCN Obligations Framework** means the obligations as available at <https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers> which may be updated from time-to-time by the HSCN Authority.

**HSCN Solution Overview Document** means the document containing the architecture and technical solution for HSCN (the latest version of which can be accessed at <https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>).

**Material Sub-contractor** means a sub-contractor (including any affiliate or group company) of a CN-SP in relation to **HSCN Connectivity Services** which, in the reasonable opinion of the **HSCN Authority**, performs (or would perform if appointed) a substantive role in the provision of all or any part of the **HSCN Connectivity Services**.

**NHS Digital CareCERT** means the NHS Digital Care Computing Emergency Response Team, that provide cyber security intelligence and advice to the Health and Care System using links across the public sector and with partners in industry.

**Severity 1** and **Severity 2** have the meanings

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given to them in our service level agreement for **HSCN IPVPN** services.

### 2. HSCN key obligations

- 2.1 **We** shall ensure that any **HSCN connectivity services** that **we** supply pursuant to the **agreement** shall have been awarded **HSCN compliance** and shall retain at all times **HSCN compliance**.
- 2.2 **We** shall ensure that any **HSCN connectivity services** that **we** supply pursuant to the **agreement** are delivered in accordance with the **HSCN obligations framework**.
- 2.3 **You**, the **HSCN consumer**, shall ensure that any **HSCN** service consumer environment used to consume **HSCN connectivity services** supplied pursuant to the **agreement** shall be provided and maintained in accordance with the **connection agreement**.
- 2.4 **You** and **we** each warrant and undertake that **you** and **we** shall throughout the term of the **agreement**, immediately disconnect their **HSCN connectivity services**, or consumer environment (as the case may be) from all other **HSCN Connectivity Services** and consumer environments where specifically requested in writing by the **NHS digital CareCERT** (or the **HSCN authority** acting on behalf of **NHS digital CareCERT**) where there is an event affecting national security, or the security of the **HSCN**.
- 2.5 **You** and **we** acknowledge and agree that the **HSCN authority** shall not be liable to them or any other party for any claims, proceedings, actions, damages, costs, expenses and any other liabilities of any kind which may arise out of, or in consequence of any notification pursuant to clause 2.4 of this Part B.
- 2.6 **You** and **we** each acknowledge and agree that clauses 2.4 and 2.5 of this Part B are for the benefit of and may be enforced by the **HSCN authority**, notwithstanding the fact that the **HSCN authority** is not a party to the **agreement**, pursuant to the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, such appointment shall not increase **our** liability beyond the scope of our existing liabilities under the **agreement**, the **CN-SP deed** or the **HSCN obligations framework**.
- 2.7 We shall procure that any **material sub- contractor** shall comply with the terms of the **agreement** in relation to their provision of **HSCN connectivity service**
- Where any level of standard practice or requirement associated with any of **our** obligations referenced in **these special terms**, the **HSCN obligations framework**, the **HSCN SP service management requirement addendum** or the **HSCN consumer contract** conflicts with another level of standard practice or requirement associated with any of **our** obligations or **good industry practice**, then the higher standard or requirement or best practice shall be adopted by us. In the event that we cannot determine which represents higher standard or requirement or best practice, **we** shall seek guidance from the **HSCN authority** which shall reasonable determine which is the level of standard practice or requirement that is most favorable form an **HSCN consumer** perspective, and thus with which standard or best practice to comply.
- 2.8 If **we** fail to provide any part of the **HSCN connectivity services as required** under the **agreement**, **we** shall, in accordance with the guidance documentation published at (<http://www.digital.nhs.uk/health-social-care-network/connectivitysupplier>), be directly liable to **you** in respect of such **HSCN connectivity services**, subject always to the limitations and exclusions of liability set out in the **agreement**.
- You** shall share all records and information with the **HSCN authority** as reasonably requested by the **HSCN authority** in connection with the monitoring and operation of the **HSCN** described in the **HSCN solution overview document**.

# Appendix 1 - Installation Types

| Installation Type            | SOADSL Service  | SOGEA Service   | FTTP Service  |
|------------------------------|---|---|---|
| <b>Standard Installation</b> | <ul style="list-style-type: none"> <li>AM/PM appointment – Monday to Friday</li> <li>Provision/upgrade to NTE5c with <b>ADSL service</b> Specific Face Plate (SSFP) fitted</li> <li>Up to ten (10) metres internal wiring from lead-in point</li> <li>Install NTE within one (1) metre of 13A power socket at nearest point to lead-in</li> <li>Ensure wiring meets Openreach standards</li> <li></li> <li>Connect one device</li> <li>Demonstrate working service</li> </ul> | <p>A standard managed install is for quite simple installations. When considering the case of a new line provided with standard managed install, this would be primarily for a residential or small shop scenario, and the engineer will install <b>NTE</b> within 1m of a 13A power socket at the nearest point to lead-in.</p> <p>The engineer will:</p> <ul style="list-style-type: none"> <li>Install up to ten (10) metres of cable from the nearest power socket to the lead-in.</li> <li>Ensure wiring meets <b>British standards</b>.</li> <li>Connect the router.</li> <li>Connect one device.</li> <li>Demonstrate the speeds attained.</li> </ul>  | <p>An engineer visit to <b>your site</b>. Applies to new provide and product migration orders (e.g. from <b>ADSL or FTTC to FTTP service</b>). Engineer activities include:</p> <ul style="list-style-type: none"> <li>Upgrade to NTE5c (if required)</li> <li>Up to fifteen (15) metres of external wiring tacked around the outside of the building prior to entry.</li> <li>Connect the <b>ONT</b> inside the premises within one (1) metre of nearest 13amp mains power socket and no more than 10m of internal wiring from the fibre point of entry if needed to locate a suitable mains power socket.</li> <li>Connect router.</li> <li>Connect one (1) device (includes: set-top boxes, PCs, laptops and smartphones, but does not include games consoles, WiFi extenders and WiFi disks, dongles or <b>your</b> specific units – devices not previously connected at <b>your</b> Site will not be connected).</li> <li>Demonstrate service to <b>you</b>.</li> </ul>  |
| <b>Premium Installation</b>  | <ul style="list-style-type: none"> <li>Up to 30 metres internal wiring from lead-in point</li> <li>Connect up to two more devices</li> <li>Conduct Wi-Fi analysis in up to three rooms</li> <li>Move router to provide best Wi-Fi coverage</li> <li>Install up to two data extension kits or <b>shift</b> NTE to where You require (within 30 metres of lead-in)</li> </ul>   | <p>A premium managed install is a higher level of managed installation service. It covers all the standard features, along with additional activities. The application for this type of install is most likely to be residential, and some micro enterprise settings.</p> <p>The engineer will:</p> <ul style="list-style-type: none"> <li>Install up to thirty (30) metres of cable from the nearest power socket to lead-in.</li> <li>Connect up to three (3) devices in total.</li> <li>Move the router to provide the best wi-fi coverage and conduct wi-fi analysis in up to three (3) rooms in the Site.</li> <li>Install up to 2 data extension kits and or <b>shift</b> NTE.</li> </ul> <p>Further to this, there are some substitute activities should a premium managed install be selected to cover a SME (business) type setting.</p> <p>In this scenario, under a premium install, the engineer will:</p> <ul style="list-style-type: none"> <li>Install up to thirty (30) metre of cable from the nearest power socket to lead-in, but to cover more difficult places such as in an existing cable tray or trunking, or in accessible ceiling or floor voids (subject to engineer risk assessment)</li> <li>Install up to two (2) data extension kits.</li> <li>No router installs (at Customer's risk).</li> <li>Add VRI if required.</li> </ul> | <p>A higher level of installation service. Applies to new provide and product migration orders (e.g. from <b>ADSL or FTTC to FTTP service</b>). Engineer activities includes all the British Standards features along with additional activities to optimise connectivity within Your Site, including:</p> <ul style="list-style-type: none"> <li>More than fifteen (15) metre of external wiring (only where needed to reach chosen location) tacked around the outside of the building prior to entry.</li> <li>Connect the <b>ONT</b> inside the premises within one (1) metre of a suitable 13amp mains power socket where this is located and up to thirty (30) metre of internal wiring from the fibre point of entry if needed to locate a suitable mains power socket.</li> <li>Install up to two (2) data extension kits and/or <b>shift</b> the <b>ONT</b> to <b>your</b> require.</li> <li>Reposition the Your router to provide best Wi-Fi coverage.</li> <li>Carry out WIFI analysis in up to three (3) rooms in the premise.</li> </ul> |

## Special terms

|                              |   |  |   |
|------------------------------|---|--|---|
| <b>Advanced Installation</b> | Advanced is not available for BTW SOADSL. | <p>An <b>advanced installation</b> is the most elevated level of managed Installation types. It covers all the <b>standard installation</b> and <b>premium installation</b> features, along with additional activities, applicable to complex or critical installs. The application for this type of install is most likely to be commercial or industrial, with complex cabling requirements.</p> <p>In addition to applicable standard and premium activities, the engineer will:</p> <ul style="list-style-type: none"> <li>• Install up to one hundred (100) metres of cable from the nearest power socket to lead-in.</li> <li>• Install complex cabling if needs be through multiple walls.</li> <li>• Use existing cable trays running horizontally or vertically (which may be through multiple floors)</li> <li>• Install services through ceiling or floor tiles that are removable and easily accessible.</li> <li>• Use in-situ cabling (structured) to provide service.</li> <li>• Connect to existing in-building structured cabling e.g., in comms rooms</li> </ul> | <p>A higher level of installation service. Applies to new provide and product migration orders (e.g. from <b>ADSL or FTTC</b> to <b>FTTP service</b>). This option is designed to support business customers with complex installations which require more than the <b>premium installation</b> activities listed or into a separate building on <b>site</b> such as outbuildings or garages. Additional information can be provided on the order and/or more detailed work can be carried out to provision service to meet Your needs, especially businesses and public sector organisations.</p> <p><b>Advanced installation scope:</b></p> <ul style="list-style-type: none"> <li>• Existing <b>premium installation</b> activities as required e.g. connect and reposition the router to the <b>ONT</b> and connect up to three devices</li> <li>• Connect the <b>ONT</b> inside the premises within one (1) metre of nearest 13amp mains power socket up to one hundred (100) metre from <b>your</b> Splice Point . This one hundred (100) metre includes the internal and external wiring distance from Your Splice Point.</li> <li>• Provide one (1) external wall drill and one internal non-concrete wall drill if required.</li> <li>• Use existing open cable tray work, work through ceiling or floor tiles that are removable and accessible and use in-situ cabling (structured cabling).</li> <li>• 'X' marks the spot to indicate preference for <b>ONT</b> install location (when available).</li> </ul> |
|------------------------------|---|--|---|



# Thank you

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