

ADDENDUM - Fibre Broadband Services

Specific Terms and Conditions

This document contains the specific Terms and Conditions for the FTTC / FTTP / SOGEA broadband services referred to on the order form and should be read in conjunction with our Master Terms and Conditions and forms part of your Agreement with us.

1 DEFINITIONS

1.1 These Specific Terms are for the provision of telecommunications services for FTTC / FTTP or SOGEA Broadband

1.2 In the event of any conflict between these Specific Terms and Conditions and the Black Sheep Master Terms and Conditions contract, the provisions of these Specific Terms and Conditions shall apply.

1.3 Definitions in these conditions (unless the content otherwise requires)

Black Sheep – Black Sheep Business Communications Ltd

Distance Selling Regulations - Consumer Protection (Distance Selling) Regulations 2000.

FTTC Service or services - The Fibre to the Cabinet service which provides a fibre optic connection to the Internet from the telephone exchange to your local street cabinet and a copper cable connection from the cabinet to your Premises, this is also called SOGEA if a data circuit only.

FTTP Service or services - The Fibre to the Premises service which provides an end-to-end fibre optic connection to the Internet from the telephone exchange to your Premises.

Fibre Broadband Services - The FTTC or FTTP (or SOGEA) Service provided to you in accordance with these Terms and Conditions.

Minimum Cancellation Notice Period - 30 days to expire any time on or after the Minimum Service Period.

Minimum Service Period – 12 months for FTTP services and as specified on your initial order for FTTC services.

2 THE SERVICES

2.1 The Fibre Broadband will be provided to you at the Premises specified in your Customer Application, or by electronic format.

3 ACCEPTANCE OF YOUR ORDER

3.1 Before we can accept your Customer Application, we need to be certain that we can provide you with the Fibre Broadband Services. To do this, we need to successfully:

- a) determine that fibre broadband is available in your area
- b) check that the line qualification indicates that a minimum bandwidth rate for the Fibre is likely to be achieved.
- c) and complete the installation and activation of the Fibre Broadband.

3.2 Your Customer Application will be rejected if:

- a) You do not have the service available in your area
- b) You fail a credit check

3.3 If it is not possible to provide the FTTP Fibre Broadband Services because one or more of the checks at clauses 3.1 and/or 3.2 cannot be completed successfully, we will notify you as soon as possible and we may offer an alternative broadband service if available. We will also refund any charges for the Fibre Broadband Services that you may have paid in advance (if ever required), apart from any Abortive Visit Charges that may have been incurred.

3.4 If you rent your premises, you must have a valid contract for Black Sheep to provide a service. The contract for your service must be with you and not your landlord.

4 INSTALLATION

4.1 Before accepting your order, we may give you some advice on any necessary preparation. You will need to provide a suitable location for any Equipment which is purchased from us, or which you supply yourself.

For FTTP or FTTC Services, we will contact you to arrange an appointment for an engineer (the "Engineer") to visit your Premises to install the Fibre Broadband Services.

4.2 Two installation appointments may be required. The first appointment will be performed by an external Engineer, and we will let you know if your presence is required. The second appointment will require internal work at your Premises and your presence will be required.

4.3 You will be contacted by the Engineer prior to the booked appointment(s) to discuss the proposed installation and to confirm the appointment(s) slot. If necessary, the Engineer will re-arrange the appointment(s) at your request. Please note that you will not be contacted in respect of a first appointment for Services in the event that such appointment does not require your presence.

4.4 The Engineer will call you on the day of the appointment prior to starting work at the street cabinet. However, the Engineer will not commence work unless you have confirmed your availability.

If you are not contactable or available, you will be charged an Abortive Visit Charge as set out at clause 15.1

4.5 As part of the installation for the Service the Engineer will install an Optical Network Termination device ("ONT") within 20m of the existing copper entry point. This distance can be extended to up to 30m, subject to additional charges.

4.6 The ONT must be within reach of a power supply (within 1m) and must remain connected to the power supply at all times. The ONT is a required component of the service and, if it is removed, we will be unable to provide further support.

4.7 In the event that there is a significant build associated with the installation of the Services, excess charges may be payable. These charges will be communicated to you prior to the installation taking place.

4.8 You agree to pay for any and all charges in relation to any additional work necessary for the installation of the Services. However, prior to incurring such costs, you will be presented with a revised quotation and given the option to proceed or not with the installation work. If you elect not

to proceed with the installation of an individual circuit pursuant to this paragraph no costs will be incurred by you in relation to that individual circuit, however, such cancellation shall not cancel any other circuits that you have ordered from Black Sheep, or discharge your obligation to pay the Charges for such circuits, whether or not such orders have been fulfilled.

4.9 For some services, certain equipment may need to be installed at your Premises. Before accepting your Order, we may give you some advice on any necessary preparation. You will need to provide a suitable location for any hardware which is purchased from us, or which you supply yourself.

4.10 It is your responsibility to make sure that there are enough mains socket outlets at your premises to provide a power supply for any equipment which may form part of the Services.

4.11 After installation of the Services you may notice a slight change to how your telephone sounds if you have a VOIP product. This is normal for Broadband products and is not a fault.

4.12 The Fibre Broadband Service may affect:

a) the performance of some equipment and voice band modems used by fax machines and by personal computers may operate at a lower speed.

b) and security or burglar alarm systems that use the PSTN service You are responsible for checking the compatibility of such systems before arranging for connection.

4.13 Non-standard house wiring may affect the quality of the Fibre or ADSL Broadband Services delivered to telephone extension sockets in your premises.

5 ACTIVATION

5.1 We will use our reasonable efforts to activate the Fibre Broadband Services by the date notified to you following acceptance of your Customer Application, however, all dates are estimates and we cannot guarantee that they will be met.

5.2 When the Services are being activated at your Premises, you may lose your telephone service for up to 24 hours. This is because your existing connection needs to be adjusted or disconnected to allow you to access the Fibre Broadband Services.

5.3 If you select the FTTP Services and your Premises is served by an overhead cable, an engineer will need to replace the cable to avoid overloading. This will mean that you may lose your telephone service for up to 24 hours.

5.4 We will use our reasonable endeavours to make any loss of telephone service as brief as possible, but you acknowledge that the timing of the activation and the period of the loss of service are the sole responsibility of a third party contractor and are, therefore, outside of our control.

5.5 We cannot accept any liability for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of the timing of the activation or the period of any loss of service referred to at Clause 5.2 above.

5.6 The Fibre Broadband Service is rate adaptive and as such the speed of service may change over time. The quoted speeds for each product specified by us refer to the maximum available download bandwidth. Upload and download bandwidth speeds for the Fibre or ADSL Broadband Service may vary depending upon:

a) the distance between your premises and the street cabinet (for FTTC Services only).

b) and the number of other users using the common cabling.

C) speeds using Wifi will not be the same (and usually lower) than a hardwired connection directly into a router/modem on all services.

6 OFFICE MOVES

6.1 If you move office within the Minimum Service Period and you wish to have Fibre or Broadband Services to your new premises, you will need to pay an early termination charge to terminate this contract. The early termination charge will be calculated on the basis of a flat fee per month or part thereof remaining on your existing Minimum Service Period.

6.2 As you will not be able to transfer your existing Fibre Broadband Services will remain in full force and effect and you will remain liable for the charges payable for the Services for the remainder of the Minimum Service Period.

7 FIBRE PACKAGE (Read Carefully)

7.1 In the avoidance of doubt where you read fibre, fibre broadband service or FTTC/FTTP/SOGEA these are data only services provided by Black Sheep and it comes with no phone number. If you are switching from a current broadband service with a phone number your phone line and telephone number will be disconnected and the phone number will be permanently lost and the service will be replaced with our data only service.

8 YOUR WEB SPACE

8.1 As part of the Fibre Broadband Services, we do not provide Web space to enable you to upload your own Web site(s).

8.2 Your use of such Web Space would be operated by a third-party company of your choice.

9 PRODUCT REGRADES

9.1 Speed of service upgrades between our range of Fibre Broadband Services take between 1 and 5 working days to process from the order being received.

9.2 Speed of service downgrades between our range of Fibre Broadband Services will occur at the next billing date.

9.3 Regrades are available upon request and are subject to products available.

9.4 A new contract and early termination charges will apply if you are currently within your Minimum Service Period:

10 HARDWARE

10.1 You acknowledge that some routers may not be compatible with the Fibre Broadband Service and that you may have to purchase an alternative router at your own cost in order to be able to access the Fibre Broadband Service.

10.2 For the avoidance of doubt, we can only offer support and assistance in respect of Black Sheep supplied routers. If you choose to purchase a router from a third party, you will be responsible for ensuring that you have access to appropriate support and assistance in respect of that router.

11 FAULT REPORTING

11.1 Any fault(s) you may detect in relation to your Fibre Broadband Services must be reported to us as soon as possible by calling asking to speak to Technical Support on 0800 019 5562 Monday to Friday from 9am to 5pm. If out of hours, you can leave a message on our support line 01204 221101 which will send the voicemail to our support desk which will automatically open a support ticket and notify one of our engineers.

We aim to provide you with a fast service but cannot always guarantee you will be first in the queue via our support system.

12 TERMINATION

12.1 Subject to clause 12.2, you may end the Agreement at any time before the Service is activated and available for you to use.

12.2 The following cancellation charges shall apply for orders which have not yet been activated but which have been processed:

a) where cancellation is before Midday on the day before the appointment date a cancellation charge of £14 (plus VAT) will apply. If you wish to amend the order and the order is amended before Midday on the day before the appointment date an amendment charge of £15 (plus VAT) will apply.

b) and where cancellation is after Midday on the day before the appointment date the charge due is the monthly rental multiplied by the full minimum term of the product, plus any Connection fees and Termination fees applicable.

12.3 Subject to clause 12.7, once the Fibre Broadband Services have been activated and are available for you to use, you may only end this Agreement by notice equal to the Minimum Cancellation Notice Period to expire any time on or after the Minimum Service Period.

12.4 Subject to clause 12.7, where the Fibre Broadband Service is terminated within the Minimum Service Period, you will agree and remain liable for the monthly charges for the remainder of the term. This will be in addition to any cease charges for termination of the Fibre Broadband Service itself.

12.5 If we or BT deem that your telecommunications line is not capable, or becomes incapable, of supporting the Fibre Broadband Services we reserve the right to terminate the Fibre Broadband Services immediately without notice and issue a refund for any Fibre Broadband Services not provided. Examples include;

a) your line is too far away from the telephone exchange.

b) your line is directly connected to the telephone exchange rather than via a street cabinet.

c) or the quality of your line is too poor.

d) the service is not available in your area

12.6 Notwithstanding the provisions of clause 12.5, we reserve the right to move you onto a different product at no additional cost to you, if, in our reasonable opinion, it would mean that your service would perform better, provided always that such alternative product shall be of equivalent price to your existing product.

12.7 You may terminate this agreement without charge once your minimum service period, as specified on your order, has expired.

a) the upstream speed of 20Mbit/s or 10Mbit/s speed drops below 2Mbit/s.

b) for services initially synchronising at downstream speeds at 15 Mbit/s or above, if the service falls below 2 Mbit/s or the line rate drops by more than 25% over a 14-day continuous period

c) or for services initially synchronising at downstream speeds below 15 Mbit/s but above 2 Mbit/s, if the service falls below 2 Mbit/s at any other time in each provided that such fault has been reported to us and our investigation has failed to resolve the problem.

13 TELEPHONE LINES

13.1 No, telephone line is required as we supply data circuits only.

14 EFFECTS OF TERMINATION

14.1 In the event of termination of the Services, any disconnection work will take place at your street cabinet and not your Premises.

14.3 Any Equipment purchased or provided by us to enable you to receive the Fibre Broadband Service must also be returned at our request. We will not credit you with any payment we have received from you for such Equipment (where applicable).

15 CHARGES

15.1 For all customers, all amounts payable for the Fibre Broadband Services shall be payable by direct debit only on a monthly basis. Usually, you will receive your Black Sheep communications invoice on or around the 5th of each months and direct debit is collected on or around the 20th of the same month. Failure to pay can result in payments being agreed to be paid by cheque, BACS or CHAPS. All such amounts shall be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty, which shall be charged at the prevailing rate and shall be payable in addition to all such amounts due.

15.2 Failure to pay in full within 31 days of your Black Sheep invoice for services may result in full disconnection of services. Any outstanding fees may be passed to a 3rd party debt collection agency for which you agree you are liable for all costs including Black Sheep solicitor fees and costs in locating and finding you or your business.

15.3 We reserve the right to raise an 'Abortive Visit Charge' of £99 plus VAT if:

a) entry to your Premises is refused.

b) or no access can be gained despite you having agreed that we or any other person may access your Premises.

15.4 In the event that an Engineer is called to repair a fault to your Fibre Broadband Services, we will implement the following procedure:

a) when you call into our Support team to register a fault with your service we will conduct an investigation into the fault. During this process you may be asked to check and advise on details about your service. This will include directions to carry out simple tests and to report back the status following the tests. All the requests will be explained, and it is your responsibility to carry out the tests at your premises and provide accurate feedback.

b) and based on your feedback, we will decide if an engineer visit is required, and our Support team will advise you of the chosen course of action and any associated costs. You can then decide if you want the engineer visit to go ahead.

15.5 In the event that an Engineer is called to repair a fault to your Fibre Broadband Service, a charge of £160 plus VAT will be made in respect of:

a) repairing faults (where this work is not already covered under your Agreement with us).

b) providing or rearranging services where standard BT charges are not available.

c) internal and external shifts.

d) and where a fault is found not to be with any service or equipment. In particular this covers the situation where no fault is found, or the fault is found to be on non Black Sheep equipment, or is due to damage caused by someone at your Premises, or due to theft, loss or removal of equipment, or in the case of equipment owned or rented by you or faults caused by external or environmental factors (eg lightning, electrical surges or floods).

16 SERVICE LEVEL AGREEMENT

16.1. We aim to provide standard fault fixes within 24 hours once the fault has been raised with Black Sheep. Non standard faults (example: total damage to a fibre line or exchange) can/will take longer than 24 hours and is down to Openreach discretion who maintain services on behalf of Black Sheep.

17 DATA PROTECTION

17.1 In order to provide you with the Fibre Broadband Service, we need to share your personal details with our suppliers, including but not limited to, BT Openreach.

17.2 Our suppliers may write to or call you directly about any changes to your order fulfilment, about the repair of your Fibre Broadband Service or to confirm the time of their Engineers' arrival for appointments.

17.3 Both we and our suppliers will comply with the Data Protection Act with regards to any data we hold about you.