

## 1 Definitions

- 1.1 These Specific Terms and Conditions are to be read in conjunction with our General Terms and Conditions of Supply.
- 1.2 In the event of any conflict between these Specific Terms and Conditions and the General Terms and Conditions of Supply, the provisions of these Specific Terms and Conditions shall apply.
- 1.3 All definitions contained within these Specific Terms and Conditions have the same meaning as those set out in the General Terms and Conditions of Supply unless specified below:

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

**FTTC Service** - 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.

**FTTP Service** - 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 Service provided to you in accordance with these Terms and Conditions.

**Fibre Broadband and Phone Package** - The Fibre Broadband Services and the Phone Services.

**Minimum Cancellation Notice Period** - 60 days any time on or after the Minimum Service Period.

**Minimum Service Period** - 12 months.

**Unlimited Fibre Office Services** - The Fibre to the Cabinet service which delivers "up to 76Mbps" download speed and "up to 19Mbps" upload speeds with Truly Unlimited usage and builds on this with a set of unique assurances through our Critical Care service level.

## 2 The Services

- 2.1 The Fibre Broadband Services will be provided to you at the Premises specified in your Services Agreement.

## 3 Acceptance of your order

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

- determine that fibre broadband is available in your area and that your telephone line is in a fibre broadband enabled location;
- check that the line qualification indicates that a minimum line rate for the Fibre Broadband Service is likely to be achieved; and
- complete the installation and activation of the Fibre Broadband Services.

3.2 Your Service Agreement will be rejected if:

- you do not have a BT provided PSTN line;
- the line length test shows that your premises are outside the transmission limitation of the Fibre Broadband Service; or
- your line is not in a Fibre Broadband Service availability area.

3.3 If it is not possible to provide the 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. We will also refund any charges for the Fibre Broadband Services that you may have paid in advance, 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 a BT provided PSTN line. The contract for the PSTN line must be with you and not your landlord.

## 4 Installation

4.1 Before accepting your Services Agreement, 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 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 will 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 FTTP 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 FTTP 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 FTTP 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 FTTP 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 FTTP 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 Zen, or discharge your obligation to pay the Charges for such circuits, whether or not such orders have been fulfilled.

4.9 For FTTC 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. Please refer to the Broadband Service Requirements page on our Website for further details.

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 Fibre Broadband Services.

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

4.12 The Fibre Broadband Service may affect:

- a) the performance of some PSTN equipment and voice band modems used by fax machines and by personal computers may operate at a lower speed; and
- b) 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 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 Services Agreement, however, all dates are estimates and we cannot guarantee that they will be met.

5.2 When the FTTC Services are being activated at your Premises, you may lose your telephone service for up to an hour. This is because your existing connection needs to be adjusted 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 an hour.

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 Broadband Service may vary depending upon:

- a) the distance between your premises and the street cabinet (for FTTC Services only); and
- b) the number of other users using the common cabling.

## 6 House and office moves

6.1 If you move home or offices within the initial contractual period and you wish to have Fibre 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 Fibre Broadband Services for the remainder of the Minimum Service Period.

## 7 Hardware

7.1 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.

7.2 For the avoidance of doubt, we can only offer support and assistance in respect of Excalibur 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.

7.3 All Fibre Broadband routers that you purchase from us are covered by a Return to Base one year warranty.

## 8 Fault reporting

8.1 Any fault(s) you may detect in relation to your Fibre Broadband Services must be reported to us as soon as possible by calling Technical Support on 01793 438886 or by emailing [service.desk@ex-c.co.uk](mailto:service.desk@ex-c.co.uk).

## 9 Termination

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

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

- a) where cancellation is more than 2 days before your order delivery date, a charge of £32.00 (plus VAT) will be payable; and
- b) where cancellation is 2 or fewer days before order delivery date, a cancellation charge of £140.00 (plus VAT) will apply.

9.3 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.

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

9.5 If we, our partners 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; or
- c) the quality of your line is too poor.

9.6 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.

9.7 You may terminate this agreement without charge in the event that within 90 days of the Fibre Broadband Services being activated and are available for you to use:

- 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; or
- c) 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.

## 10 Telephone lines

10.1 A BT telephone line is required for the provision of the FTTC Service and must remain active throughout the Service Period. In the event such telephone line:

- a) is cancelled;
- b) ceases to be active;
- c) or if there is a change of ownership of such telephone line, your FTTC Service will be terminated and any remaining Charges will become immediately due and payable.

10.2 A BT telephone line is required for the provision of the FTTP Service and must remain active throughout the Service Period. In the event such telephone line:

- a) is cancelled,
- b) ceases to be active; or
- c) if there is a change of ownership of such telephone line, you will become liable to pay an additional monthly charge equal to the monthly line rental for Excalibur's Phone Service.

## 11 Effects of Termination

11.1 In the event of termination of the FTTC Services, any disconnection work will take place at your street cabinet and not your Premises. A jiffy bag will be sent to you to return the Active NTE. Please note that the SSFP and any data extension kit will not be removed. These items are compatible with ADSL services, however, while the SSFP is in place that will be the only point of connection for any ADSL services and you will not be able to use any micro-filters on any other telephone connection points.

11.2 In the event of termination of the FTTP Services, any disconnection work will take place at your street cabinet and not your Premises. The ONT and any associated wiring will be disconnected, but shall remain in situ.

11.3 Any Equipment purchased or provided by us to enable you to receive the Fibre Broadband Service must also be returned at our request, in the pre-paid postage jiffy bag that we send to you.

## 12 Charges

12.1 All amounts payable for the Fibre Broadband Services shall be payable by direct debit. 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.

12.2 Excalibur has the right to review its standard charges at any time and will provide the client with 30 days' notice of any changes. The client has 30 days from receipt of this notice to cancel the agreement, providing 60 days' notice of termination.

12.3 We reserve the right to raise an 'Abortive Visit Charge' of £150.00 plus VAT if:

- a) entry to your Premises is refused; or
- b) no access can be gained despite you having agreed that we or any other person may access your Premises.

12.4 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 of the requests will be explained and it is your responsibility to carry out the tests at your premises and provide accurate feedback; and

b) 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 associated costs. You can then decide if you want the Engineer visit to go ahead.

12.5 In the event that an Engineer is called to repair a fault to your Fibre Broadband Service, a charge of £200.00 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; and
- d) where a fault is found not to be with any BT service or equipment. In particular this covers the situation where no fault is found, or the fault is found to be on non-BT 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).

## 13 Service level agreement

13.1 The service levels offered in respect of the Unlimited Fibre Office Services are contained in the Unlimited Fibre Office SLA.

## 14 Data Protection

14.1 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.

14.2 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.

14.3 Both we and our suppliers will comply with the General Data Protection Regulation with regards to any data we hold about you.

## 15 General Data Protection Regulation

15.1 Protecting your personal information is incredibly important to Excalibur. Our privacy policy which sets out how we do this is available here: <https://www.excaliburcomms.co.uk/gdpr-policy/>. This policy explains the information that we hold, how we use it, and how long we keep it for.