

Terms and Conditions

1 Application

1.1 This Service Schedule, which contains a description of the Internet Services, and associated Service Levels applies to the IP Services specified on the Excalibur Quotation and forms part of the Agreement entered into between the Parties for the supply of telecommunications services, as further specified on Excalibur Quotation.

2 Changes to Internet Services

2.1 If the client wishes to request changes made to the Internet Service(s) already agreed under a Excalibur Quotation, the Client must notify Excalibur in writing. Acceptance of such a request shall be at the discretion of Excalibur.

3 Limitation of Liability

3.1 Without affecting the limitations and exclusions on liability set out in this Agreement, Excalibur shall not be liable for any matters arising from the loss or unavailability of any Incompatible Services through the provision of the Internet Services, or any other loss or damage arising as a result of the use of or connection to any Incompatible Service.

3.2 Without affecting any of the other terms of this Agreement, Excalibur shall not be liable to the client for any fraudulent or illegal use or any other misuse of the Internet Services.

3.3 In the event that the client terminates any access line over which the Internet Service is provided to its End Users or enables Incompatible Services which prejudice the ability of Excalibur to provide any of the Internet Services, Excalibur shall have the right, at its sole discretion, to suspend or terminate the relevant Internet Service and Excalibur will have no liability for any such suspension, termination or for unavailability of that or any other Internet Services arising as a result. The Client will be responsible for any additional costs and the time taken for the re-provisioning of any access line over which Internet Services are provided.

4 Service Restrictions

4.1 All offers and quotations provided by Excalibur for the provision of the Internet Services are made subject to survey. Following receipt of a Excalibur Quotation, Excalibur will carry out surveys and network capacity checks/availability in order to validate its estimated charges and delivery timescale. Excalibur reserves the right to modify or withdraw any quotations and/or delivery timescales previously provided, following completion of such surveys and checks.

4.2 No back-up services are provided as part of the standard Internet Service. However, back up options can be supplied by Excalibur for an additional charge.

4.3 The Internet Service shall not be provided to, or connected with, a data centre or hosting facility unless agreed by Excalibur in writing on the Excalibur Quotation.

4.4 The Internet Service shall not be provided in respect of serviced offices or multi-tenanted sites unless otherwise agreed by Excalibur at its sole discretion.

5 Charges and Payment

5.1 Standard Charges - The Client will pay the following standard charges in relation to Internet Services, as specified on the relevant Excalibur Quotation:

- An Installation Charge, where applicable.
- A Recurring Monthly Charge as stated in the Excalibur Quotation.
- Variable Charges that may apply from time to time (e.g. for service upgrades).
- Excalibur's standard charges in effect from time to time for access circuit rental, and which include Standard Care service levels. Higher quality Service Levels are available, on some products under the Enhanced Care heading, if the Client pays to Excalibur, Excalibur's applicable monthly supplement.

5.2 The charges and payment terms relating to the Internet Services are as set out in the Excalibur Quotation, this paragraph 5 and the other terms of this Agreement. The charges may vary in accordance with this Agreement or otherwise by agreement of the Parties.

5.3 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.

5.4 Internet Service Cancellation Charges - Where the Client cancels an order before the In Service Date, the following terms will apply:

(a) Where the Client cancels an order which includes the use or provision by Excalibur (or its suppliers) of a BT product or service on or after 3 Working Days from the date of Excalibur's relevant order completion notification, the Client shall pay 100% of the installation, connection and ongoing fees for the applicable Service(s) as if such Service(s) had been purchased for the minimum term available, as specified in the relevant Excalibur Quotation.

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(b) Where the Client wishes to cancel any other order after the date of issue of an acknowledgement by Excalibur, any such cancellation shall be subject to Excalibur's prior written consent, and shall be subject to the payment by the Client of the applicable cancellation charges communicated by Excalibur to the Client following receipt of the cancellation request.

5.5 Excalibur shall have the right to apply ancillary and additional charges to cover time spent repairing faults where this work is not covered under the terms of this Agreement and for providing or re-arranging services or equipment. These charges (which, for the avoidance of doubt are Non-Recurring Charges and are also known as timescale charges) apply where requests for work to be carried out on site have been fulfilled. These could involve the provision or rearrangement of equipment, wiring, network or services (including, without limitation, work on PSTN and Private Networks). At all times these charges are the responsibility of the Client. Timescale charges will not apply if the Client cancels the appointment, in accordance with Excalibur's cancellation processes in effect from time to time, before an engineer has been assigned to perform the work. Additional charges may be applicable on the day that the works are carried out and these are also the responsibility of the Client. If the Client decides not to apply the charges to the End-User account, the Client will still be responsible for payment to Excalibur.

5.6 Recurring Monthly Charges will be invoiced quarterly in advance. Where an Order is provisioned part way through a month, the first invoice will be pro-rated accordingly.

5.7 Non-Recurring Charges will be invoiced on order.

5.8 If the Client instructs Excalibur to dispatch an engineer (either an employee or contractor of Excalibur or a supplier) to the End-User premises to investigate a possible fault with the Connection, Excalibur reserves the right to charge the Client for any time spent by the engineer in investigating and attempting to remedy the fault should the fault be found to be with the CPE or facilities.

6 Term and Termination

6.1 This Service Schedule will become effective on the date specified in the relevant Excalibur Quotation and shall continue in full force and effect until terminated in accordance with the terms set out in this Service Schedule and/or the other terms of this Agreement.

6.2 Both Parties' obligations under this Service Schedule will continue until this Service Schedule is terminated in accordance with terms of this Agreement.

6.3 The Client may terminate a Service, to take effect on the last day of the Initial Service Term or the last day of an Extension Period by following the process set out in paragraph 6.3(a). Excalibur may terminate a Service, to take effect on the last day of the Initial Service Term or the last day of an Extension Period. Upon expiry of the Initial Service Term of a Service, if no Termination Notice has been served by either party then the Service Period will automatically extend for a further Extension Period.

6.3(a) If Client wishes to terminate a Service pursuant to this paragraph 6.3, it must serve a Termination Notice on Excalibur. Unless otherwise specified in the Excalibur Quotation, the Termination Notice required for each Service is not less than ninety (90) calendar days.

Unless otherwise specified in the Excalibur Quotation, the Termination Notice required for each Service is not less than ninety (90) calendar days. The Termination Notice shall specify the termination charges, if any, payable by Client in respect of the relevant Service. Termination of the Service will take effect on expiry of the Termination Notice.

6.4 In the event of termination by the Client of either this Agreement the Client will be liable to pay the Cessation Charges.

6.5 In the event of termination by the Client of this Service Schedule the Client will forfeit any Charges paid in advance.

6.6 The provisions of paragraphs 6.4, and 6.5 will not apply where this Service Schedule is terminated: (a) By Excalibur; or (b) By the Client pursuant to its right to terminate following its demonstration of a materially detrimental modification pursuant to clause 5.3 of this Agreement.

6.7 Excalibur shall be entitled, upon termination (for any reason whatsoever) or expiry of this Service Schedule by giving notice of its intention to re-possess the Equipment, to: (a) Require the Client (at the Client's cost and risk) to immediately return the Equipment to such location as Excalibur may specify; and/or (b) Enter any premises, with such transport as Excalibur may consider necessary, and repossess any Equipment to which Excalibur, its agents, contractors or suppliers has title.

6.8 Except as otherwise provided in this Agreement, when the Internet Services end, if applicable, Excalibur will either: (a) Refund any amount in credit on the Client's account after Excalibur has deducted any amount owed to it by the Client; or (b) Issue a final invoice for the amount owed to Excalibur by the Client, which will be payable in accordance with the terms of the Master Service Agreement and this Service Schedule.

6.9 Excalibur shall take no responsibility for or guarantee that the client will be able to continue using any of the associated IP addresses or any features of a connection following termination of the Internet Services and/or this Service Schedule.

7 Internet Service Level Agreement

7.1 This paragraph 7 contains the details of the Service Levels covering all aspects of the Internet Service unless otherwise specified for specific Network and Service elements.

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7.2 Internet Provisioning Excalibur will provide an Internet provisioning target timescale ("Target Timescale") for each bespoke Internet solution provided to the client. Excalibur shall use reasonable endeavours to meet the Target Timescales, but they are estimates only, and Excalibur shall have no liability for failure to meet the Target Timescales.

7.3 Availability shall be measured and calculated using Excalibur's standard processes, tools and methodologies in effect from time to time (as determined by Excalibur).

7.4 Downtime or unavailability relating to or caused by the following will not be treated as a period of unavailability in any Internet Availability calculation, and the Internet Service shall be deemed to be available during any periods of downtime or unavailability caused by any of the following:

- (i) Faults and/or incidents that are caused by any matter beyond Excalibur's reasonable control.
- (ii) Scheduled or emergency maintenance.
- (iii) Any service affecting fault that is not classified by Excalibur as a loss of service.
- (iv) Unavailability that is due to or caused by the public internet.
- (v) Failure because the Client requires an ancillary product.
- (vi) Works carried out by anyone other than Excalibur.
- (vii) Where the service is DSL, the failure resides on the PSTN line owned or provided by anyone other than Excalibur or its suppliers.
- (viii) Failure by the Client to provide prompt assistance and information, as requested by Excalibur.
- (ix) Any network incident that is raised by the Client that is subject to inaccurate or incomplete information.
- (x) Failure by the Client to respond to an enquiry from Excalibur or any 3rd party acting on its behalf which delays, hinders or prevents Excalibur from performing its obligations.
- (xi) Where the service is FTTC, the End User connects any telephony equipment to the PSTN line.
- (xii) Incidents, delays and failures by Excalibur to meet any Service Levels which are caused by denial of service attacks.

8 Client Incident Reporting

Incident Reporting

- (a) The Client shall report Incidents to Excalibur using email or telephone supplying the information and details requested by Excalibur, including without limitation a complete description of the Incident.
- (b) Excalibur Automated Monitoring System will not detect every type of Incident. The Client is responsible for reporting any issues to Excalibur as soon as possible.
- (c) Incident Recording Time
 - a. All Incidents will be acknowledged within 30 minutes provided that the incident is reported during the applicable Hours of Service.
 - b. Clock hours are calculated as follows:
 - i. "Start Time" is the time that an Incident is initiated on the Excalibur incident management system.
 - ii. "Stop Time" is the time at which the status of the Incident becomes "Resolved" or "Completed". The case may be kept open for monitoring purposes after such time.
 - iii. "Parked Time" will be excluded from the gross elapsed time and therefore Clock Hours will reflect the time for which Excalibur is wholly responsible. Clock hours will run during the Hours of Service for the relevant Service, and the clock shall be suspended outside of those Hours of Service.

- iv. Parked Time is time during which Excalibur is unable to progress the resolution of the Incident for reasons beyond its reasonable control, including without limitation where:
 - 1. Excalibur has requested information missing from the Client Incident report or where the information provided is inaccurate or incomplete.
 - 2. Excalibur is awaiting power up/down of the client's equipment.
 - 3. Excalibur is awaiting the Client to provide the client's availability for a visit appointment.
 - 4. The Client is unavailable to respond to Excalibur.
 - 5. Where Standard Care services, Parked Time commences when a visit appointment is agreed with the End-User until the visit appointment date/time slot becomes live.
 - 6. Where Enhanced Care services apply and a Site does not have 24 x 7 access and the Client requests an engineer visit to the End-User Site when the End-User is available for a visit, Parked Time commences when a visit appointment is agreed with the End User and ends when the visit appointment date/time slot commences.
 - 7. Access is unavailable at the End-User site at an agreed time for a visit. Parked Time commences when the site visit starts until a re-scheduled appointment becomes live.
 - 8. Any period that is outside the applicable Hours of Service.

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9 Incident - Resolution Targets

9.1 Unless otherwise detailed in this Service Schedule, Excalibur shall use reasonable endeavours to resolve an Internet Services Incident within six (6) Business Hours from the time such Incident has been recorded at Excalibur's Network Operation Centre ("Incident Notice").

9.2 In the event of a circuit failure (including failure of third party products provided by Excalibur (e.g. Openreach)), Excalibur will use reasonable endeavours to return such failed circuit to service within seven (7) Business Hours from the time such failure is logged on Excalibur's incident management system. This commitment excludes problems caused by power disruption at the End User premises, the End User router and/or associated cabling and/or any other hardware, software, materials or services not provided by Excalibur. This commitment does NOT apply to transit clients.

10 General Data Protection Regulation

10.1 Protecting your personal information is 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.