

Truespeed Standard Business Services Terms & Condition's

These Term's & Conditions apply to Standard Business Products: -

**Business 150
Business 300
Business 600
Business 900
Business Connect 200**



Truespeed Terms and Conditions of Services for Business Services

These terms and conditions mandate the relationship between Truespeed Communications Ltd, a company incorporated in England and Wales with company number 09187893. ("Truespeed" or "us") and the provision of Services to the Customer (r "Customer").

INFORMATION ABOUT US

Truespeed are **Truespeed Communications Ltd.**, a registered company in England and Wales.

Registered office: Pinesgate West, Lower Bristol Road, Bath BA2 3DP.

Company registration number: 09187893.

Registered VAT number: 202 2919 44.

Contact details. Truespeed can be contacted by calling its Customer Services team on 01225 300 370, emailing us at ultrafast@truespeed.com or writing to us at the above address.

Methods of contacting Customers. Truespeed may contact the Customer by phone, email, text or by writing to the postal address as provided by the Customer.

Application of these terms. These terms, together with the other documents which are referred to in them, form the contract between Truespeed and the Customer for the provision of the Services the relevant equipment and installation and set-up services that the Customer will need so that it can receive the Services.

1. INTERPRETATION

1.1. DEFINITIONS

AUP: the acceptable use policy as detailed in Appendix 2.

Charges: the sums payable for the Services.

Commencement Date: has the meaning given in clause 2.3.

Conditions: these terms and conditions as amended from time to time in accordance with clause 9.2;

Contract: the contract between Truespeed and the Customer for the supply of Services in accordance with these Conditions.

CPE: all materials, equipment, documents and other property of Truespeed provided to the Customer under the Contract and used at the Premises to include (without limitation) a Truespeed supplied router.

Initial Term: the period commencing on the date of the Services Order Confirmation Form and ending on the date specified in the Services Order Confirmation form.

IP Address(es): the Internet Protocol Address(es) assigned to Customers by Truespeed.

Network Termination Equipment (NTE): the equipment used at the Premises to terminate the fibre and connect to the NTE.

Order: the Customer's order for Services as set out in the Customer's order form, an online order via the Website, a telephone order or the Customer's acceptance of Truespeed's quotation as the case may be.

Port or Porting: a process that allows Customers to change telephony providers and keep the same phone number.

Premises: the Customer's premises to which the Services are to be provided by Truespeed;



Services: any service that is supplied by Truespeed to the Customer and set out in the Services Order Confirmation Form and any related services.

Services Activation: the date on which wither the Truespeed Engineer activates the Services and either the Customer has signed the acceptance notice or the Customer has indicated its acceptance by using the Services once it has been activated.

Services Order Confirmation Form: Truespeed's acceptance of all or any part the Order which details the Services to be provided under the Contract.

SLA: the service level agreement for the dedicated bandwidth Services as detailed in Appendix 1.

Term: has the meaning given in clause 10.1 (being the Initial Term together with any subsequent Renewal Periods).

Truespeed Engineer: has the meaning given in clause 3.4.

Truespeed Materials: has the meaning given at clause 4.1.7.

Truespeed Policies: Truespeed's AUP and Fair Use Policy any other policies as detailed on the Website or otherwise provided by Truespeed as updated from time to time.

Truespeed Representatives: has the meaning given in clause 12.1

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, malware, spyware, viruses and other similar things or devices.

Website: <https://www.truespeed.com/>

1.2. Interpretation:

- a) Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
 - i) is a reference to it as amended, extended or re-enacted from time to time; and
 - ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- c) A reference to writing or written includes email.
- d) The Appendices form part of these Conditions and shall have effect as if set out in full in the body of these Conditions. Any reference to the Contract or Conditions includes the Appendices.

2. THE CONTRACT WITH THE CUSTOMER

- 2.1. The Order constitutes an offer by the Customer to purchase Services at the Premises (or such other agreed location) in accordance with these Conditions.
- 2.2. Truespeed may at its absolute and sole discretion carry out its standard checks on Customers, which the Customer agrees to by placing an Order with Truespeed, and when these are completed to Truespeed's satisfaction, Truespeed will contact the Customer either by telephone (confirmed by email) or by email confirming that their checks are acceptable to Truespeed.
- 2.3. The Order shall only be deemed to be accepted once Truespeed issues the Customer a Services Order Confirmation Form, at which point the Contract will come into existence (**Commencement Date**).



- 2.4. If Truespeed is unable to accept the Customer's Order, Truespeed shall inform the Customer within a reasonable time and will not charge the Customer for the Services or any related charges relating to the installation or set-up of CPE. This might be because Truespeed cannot provide the Services to the Premises or other requested geographical location, because the Premises are unsuitable for the installation of the CPE, because of unexpected limits on Truespeed's resources, which Truespeed could not reasonably plan for, due to technical reasons, because Truespeed was not satisfied with the results of the checks it carried out on the Customer or because Truespeed has identified an error in the price or description of the Services.
- 2.5. Any samples, drawings, descriptive matter or advertising issued by Truespeed, and any descriptions or illustrations contained on the Website or in Truespeed's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.6. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.7. Any quotation given by Truespeed shall not constitute an offer and is only valid for a period of 30 calendar days from its date of issue.

3. PROVIDING THE SERVICES

- 3.1. **Provision of Services.** Truespeed will install and supply the Services to the Customer as per the Services Order Confirmation Form in all material respects and the Services shall be performed with reasonable care and skill.
- 3.2. **Timely provision of information** Truespeed will contact Customers to ask for accurate information in order to provide the Services (e.g. for example queries relating to the Premises or address). If this information is not supplied to Truespeed within a reasonable time of asking for it, or the Customer provides Truespeed with incomplete or incorrect information, Truespeed may either end the contract or make an additional charge of a reasonable sum to compensate it for any extra work that is required as a result of such missing or incomplete information. Truespeed will not be liable for delays in installing the Services that are caused by the Customer not providing any information within a reasonable timeframe.
- 3.3. **Installation Date.** Once an installation date is confirmed by Truespeed, any requests by the Customer to reschedule or delay the installation may result in additional costs. The Customer will be advised of these costs at the time of the request.
- 3.4. **Survey and installation charges.** Truespeed may need to carry out a survey at the Customer's site or Premises in order to establish whether Truespeed will be able to provide the Services to the Premises, what CPE and NTE would need to be installed and at which locations at the Premises. A survey will be carried out by one of Truespeed's authorised engineers (**Truespeed Engineer**) after which Truespeed will contact the Customer by phone or via e-mail to notify the Customer whether or not the Services can be provided, where the CPE will need to be located and of the installation and set-up costs. Truespeed will also notify the Customer at this stage about any work the Customer will need to carry out to prepare the location(s) at the Premises for the installation of the CPE and any other equipment.
- 3.5. **Installation Design** Truespeed will confirm and agree the installation design and any excess installation charges with the Customer before commencing installation. If the Customer does not agree to the excess installation charges the Customer may cancel the Contract on written notice to Truespeed.
- 3.6. **Installation and set-up of the CPE and the Services activation date.** Once Truespeed has accepted an Order, Truespeed will contact the Customer to arrange a set-up and activation date. A Truespeed Engineer will then aim to visit the Customer's Premises to install and set-up the CPE and activate the Services on the agreed date. Any date Truespeed provides to the Customer with regard to installation or activation of any of the



Services is an estimate only and time is not of the essence in respect of that date. If Truespeed has to change the installation and set-up date or delay the installation and set-up of the CPE and NTE and activation of the Services for any reason, it will aim to notify the Customer as soon as possible so that another date can be arranged.

- 3.7. **Changes to the agreed installation** The Customer may request changes to the agreed installation design or location of the NTE which Truespeed may accept or reject in its sole discretion. If Truespeed agrees to any changes in the installation layout, the Customer will be responsible for all additional costs Truespeed incurs in re-designing and implementing such changes.
- 3.8. **The physical connection.** The installation of the physical infrastructure of the Services must be conducted by a Truespeed Engineer.
- 3.9. **Customer presence during installation.** The Customer shall be present during the Installation of the CPE and other network equipment. Truespeed will organise installation and agree an installation date with the Customer. If a Truespeed Engineer is unable to gain access to the property on the agreed installation date, the Customer may be charged a subsequent call out fee of £250 and will be required to contact Truespeed to reschedule another installation date.
- 3.10. **Acceptance testing of the CPE and the Services.** Once Truespeed has installed and set-up the CPE, a Truespeed Engineer will carry out Truespeed's standard acceptance testing procedure to ensure that it is working correctly. Once it has been tested and Truespeed's Engineer is satisfied that the Services are working, the Customer's representative, if available, will be asked to sign off a certificate of acceptance of the Services. In any event, if the Customer makes use of the Services after its activation the Customer will be deemed to have accepted the Services whether or not an acceptance certificate was signed by or on behalf of the Customer.
- 3.11. **Maximum transmission speeds and bandwidth availability on dedicated bandwidth Services.** Truespeed guarantee that dedicated bandwidth Customers shall receive their dedicated bandwidth as stated on the Services Order Confirmation Form. This guarantee relates to the point of entry to the Customer's router and does not guarantee a fault free performance. Once the Services are supplied to the Premises broadband speeds will vary depending on factors outside Truespeed's control including the type of Customer device it uses to measure speeds, the Customer's Wi-Fi signal, the circumstances and environment of the Premises and the Customer's access to third party sites, service and content. For instance, the location of the Customer's router, the thickness of walls at the Premises and other electrical equipment can have an impact on Wi-Fi strength. The Customer should check any manufacturer's information to understand the maximum speeds which it can achieve through the use of Wi-Fi. Due to the inherent nature of the internet, Truespeed cannot guarantee specific levels of performance or speed to other networks or websites. This guarantee does not apply to events outside Truespeed's control.
- 3.12. **Congestion.** Customers may experience congestion from time to time on the Truespeed network, especially at peak usage times. Truespeed monitor the network closely and will endeavour to minimise congestion where and when necessary.
- 3.13. **Truespeed will endeavour to keep the Services fault-free.** Truespeed strive to reach a 99.9% availability target for the Services. Truespeed will commit all reasonable resources to maintain this target.
- 3.14. **Truespeed cannot guarantee speed or service levels on other provider networks.** Due to the inherent nature of the internet, Truespeed cannot guarantee specific levels of performance or speed on other networks.
- 3.15. **Planned outages.** Truespeed are occasionally required to perform planned outages and will endeavour to schedule outages in a way that minimizes disruption when carrying out necessary maintenance and support work (e.g. carrying out work in the early hours of the morning). Truespeed shall also endeavour to notify the Customer



of any planned outages at least 48 hours prior to such work being carried out, although due to the nature of the Services, this may not always be possible.

- 3.16. **Truespeed is expanding its network.** If Truespeed are unable to deliver the Services in a particular geographical location for any reason, Truespeed's total aggregate liability to the Customer shall be limited to refunding any Charges made to Truespeed in advance.

4. CUSTOMER OBLIGATIONS

4.1. Customer's Obligations The Customer shall:

- 4.1.1. ensure that the terms and details of the Order and any other information it provides to Truespeed are complete and accurate;
 - 4.1.2. co-operate with Truespeed in all matters relating to the Services;
 - 4.1.3. provide the Truespeed Engineer and Truespeed's employees, agents, consultants and subcontractors, with access to the Customer's Premises, office accommodation and other facilities as reasonably required by Truespeed to provide the Services;
 - 4.1.4. provide Truespeed with such information and materials as Truespeed may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 4.1.5. prepare the Premises for the supply of the Services and installation of the CPE as instructed by Truespeed;
 - 4.1.6. obtain and maintain all necessary licences, permissions and consents which may be required for the Services and installation of the CPE before the date on which the Services are to start to include (without limitation) planning permissions, from local authorities or consents from landlords. Truespeed has no obligation to provide the CPE or make the Services available until the Customer has satisfied Truespeed that all relevant consents or permissions have been obtained for the installation and set-up of the CPE at the Premises. If Truespeed is unable to install and set up the CPE at the Premises due to the Customer's failure to comply with this clause, Truespeed will be entitled to charge, and the Customer will pay, for the Truespeed Engineer's visit at Truespeed's current rates;
 - 4.1.7. keep the CPE and all materials, equipment, documents and other property of Truespeed (**Truespeed Materials**) at the Customer's premises in safe custody at its own risk, maintain the CPE and Truespeed Materials in good condition until returned to Truespeed, and not dispose of or use CPE or Truespeed Materials other than in accordance with Truespeed's written instructions or authorisation;
 - 4.1.8. only use the Services for lawful purposes;
 - 4.1.9. comply with and adhere to the Truespeed Policies; and
 - 4.1.10. take reasonable steps to prevent the introduction of any Virus into its network, equipment and information systems.
- 4.2. **Compliance with Health and Safety Requirements.** Each party agrees to comply with the reasonable health and safety requirements of the other party at the Premises and in connection with the installation and set-up of the CPE and the activation of the Services.
- 4.3. **Ownership of installed equipment.** THE CPE, NTE and any other equipment installed or provided by Truespeed shall remain the property of Truespeed and must be left in situ.
- 4.4. **Restrictions on moving the CPE and Truespeed Materials** Once the CPE and Truespeed Materials has been set up by Truespeed, neither the Customer nor its employees or contractors should try to adjust or move the CPE or Truespeed Materials as such remains Truespeed's property at all times. The Customer must contact Truespeed if the CPE or Truespeed Materials needs to be moved or any adjustment or repair needs to be



made to it for any reason and Truespeed will arrange a visit so that a Truespeed Engineer can do this. Truespeed is not responsible for any loss or damage caused by the Customer or anyone acting on its behalf installing, setting up, repairing, attempting to adjust or moving the CPE or Truespeed Materials or authorising anyone other than Truespeed to do this on its behalf.

- 4.5. **Relocation of NTE** Should the Customer wish to remove or move the NTE or the fibre optic cable or network equipment, this must be done by a Truespeed Engineer at cost to the Customer. Failure to use a Truespeed Engineer may result in the Customer bearing the cost of any remediation work required to rectify the work. The fibre, ducting and NTE, remain the property of Truespeed even after the premises is sold or vacated and ownership of Truespeed's property is not transferable.
- 4.6. **Electricity and other facilities the Customer needs to provide.** The Customer shall be responsible for ensuring that there are suitable power sources, cabling, wiring, power outlets and/or sockets for the CPE that comply with the requirements Truespeed has notified to the Customer for the installation and set-up of the CPE at the Premises. Truespeed is under no obligation to install and set up the CPE and make the Services available to the Customer if it is not practical to set up the CPE for health and safety reasons or any other reason.
- 4.7. **Other equipment owned by the Customer** Truespeed will take reasonable care not to damage the Customer's other equipment at the Premises. However, where the CPE needs to be connected to other services or equipment belonging to the Customer (such as computers, IT systems or other devices), Truespeed is not responsible for that equipment working properly.
- 4.8. **Truespeed's instructions for use of the CPE.** The Customer should at all times comply with the instructions Truespeed provides to the Customer relating to use of the CPE and NTE. If the CPE provided by Truespeed is faulty, then the Customer should notify Truespeed as soon as possible so that it can attempt to remedy the fault and, if necessary, replace the CPE.
- 4.9. **Damage to Networks** The Customer must inform Truespeed of any damage, including any damage to Truespeed's network that traverses the Customer's Premises. Truespeed shall not be responsible nor liable for any outages to the Customer's Services caused by the Customer or a third party and the Customer will be liable for all costs associated with such damage including the costs of repair or replacement.
- 4.10. **Customer's Indemnity.** The Customer agrees to indemnify Truespeed and keep it indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Truespeed arising out of or in connection with the Customer's breach of Contract.
- 4.11. **Truespeed does not control content on the Customer's Services.** The Customer acknowledges that Truespeed does not exercise control over the content of any information passing over the connection or the network, and that Truespeed are not liable for any transmission or reception of information of whatever nature.
- 4.12. **Security.** The Customer remains responsible for the security of the Customer's network and systems, and Truespeed shall not be liable for any unauthorised access to its network and/or systems.
- 4.13. **Liability for damage caused by software provided as part of the Services.** Neither Truespeed nor any Truespeed Representatives are responsible for any loss or damage caused to any of the Customer's equipment, devices or digital content if the Customer has failed to obtain, install or keep updated appropriate software to protect it and its equipment from Viruses and similar threats which are transmitted over the internet and which are outside the control of Truespeed.



5. USING THE SERVICES

- 5.1. **The Services are only for use by the Customer.** The Services provided under the Contract are intended for business use by the Customer only. Truespeed has separate terms and conditions which apply to use by individuals and their families for their own domestic use. Truespeed reserves the right to end the Services immediately, if it finds that the Customer is using the Services in a way which is not in accordance with the Contract.
- 5.2. **Passwords.** Any passwords issued by Truespeed are the responsibility of the Customer. The Customer must take reasonable steps to keep all passwords issued by Truespeed private and confidential. If unauthorised persons become aware of any passwords, the Customer must inform Truespeed immediately so that appropriate security measures can be taken.
- 5.3. **Liability for charges.** The Customer agrees liability for Charges on the account regardless of who (authorised or unauthorised) generated those Charges (unless the charges result from fraud by someone else which the Customer could not have reasonably prevented). For example, if someone who has access to business uses the Services such as telephone, Truespeed would consider such persons to be within the Customer's control and therefore the Customer would be liable for those charges.
- 5.4. **Liability for third party charges.** The Customer is liable for any third party charges that they incur whilst using the Services, such as premium rate phone numbers or content providers.
- 5.5. **Ownership of IP Addresses.** Any Internet Protocol Addresses (IP Addresses) assigned to the Customer remain the property of Truespeed. The Customer may not sell or transfer the IP address to any another party. If the Contract is terminated for any reason, Truespeed will reclaim any assigned IP addresses meaning the Customer will no longer be able to use them.
 - 5.5.1. **Management of IP Addresses.** In the event of a need to re-structure our network, Truespeed may need to change a customer's IP Address. Similarly, if a customer changes location, we cannot guarantee that the same IP Address will apply in the new location. We will endeavour to provide 30 days notice before any changes are implemented.
- 5.6. **Limits of the Services.** The Customer may not sell, resell or transfer the Services unless authorised to do so in writing by Truespeed.
- 5.7. **Fraud.** If the Customer becomes aware of any fraud in respect of the use of the Services, Truespeed must be notified immediately.
- 5.8. **Customer use of the Services.** The Customer and its employees and contractors that it allows to use the Services must comply with the Truespeed Policies and Truespeed's requirements as informed to the Customer from time to time. The Customer must ensure that any use it make of the Services and any equipment connected to the network will not interfere or harm it or affect Truespeed's other customers' equipment. If Truespeed reasonably considers that the Customer or anyone acting on its behalf has done anything which adversely affects the Services or other customers' use of it, Truespeed reserves the right to end the Contract or suspend or restrict the Customer's use of the Services immediately.
- 5.9. **Truespeed may control data usage over its network.** Truespeed reserve the right to monitor and control data volumes and types of traffic transmitted over the Services. In the event that the Customer does not comply with the terms and conditions (including but not limited to the Acceptable Use Policy), Truespeed reserves the right to reduce, suspend or terminate the Customer's access to the Services.
- 5.10. **Upgrading the Services.** The Customer may upgrade its Services at any time with Truespeed's consent, however, it may not always be possible to upgrade the Services immediately. Truespeed shall inform the Customer of how any upgrade will be implemented.



- 5.11. **Downgrading the Services.** It is not usually possible to downgrade Services. However, if the Customer has upgraded the Services during the Initial Term then Truespeed in its sole and absolute discretion may consent to the Customer downgrading the Services to the Services provided before such upgrade.
- 5.12. **Migrating the Services.** If the Customer's address changes during the Initial Term, to an area in which Truespeed is able to or intends to provide the Services the Customer migrate the Services with Truespeed's written consent and subject to the following conditions:
- 5.12.1. **Premises with an existing Truespeed connection:** the Customer may move the existing contract to the Customer's new business property and will not be subject to an installation fee but may be subject to a connection fee. This fee will be confirmed by Truespeed prior to any Services move.
- 5.12.2. **Premises within the Truespeed Services area:** If the Customer's business address moves to an area where Truespeed provides Services but the Premises is not currently connected to the network, then the Customer may request to connect the new business address to the network. The Customer will be charged the standard installation fee and may be subject to excess installation fees as per clause 3.5.

6. PRICE AND PAYMENT

- 6.1. **Price for Services.** The Charges for the Services together with any set-up and installation fees are detailed on the Website and confirmed by the Services Order Confirmation Form or as otherwise agreed by Truespeed and the Customer in writing.
- 6.2. **Price for Services after the Initial Term expires.** After expiry of the Initial Term the Charges for Services in any Renewal Term shall be adjusted to reflect Truespeed's current Charges for the Services.
- 6.3. **Invoices.** Truespeed will invoice the Customer monthly in advance for the Charges and in arrears for any other fees or charges incurred to the Customer's account during the previous month. The Customer must pay each invoice within 7 calendar days after the date of the invoice.
- 6.4. **The initial invoice.** The Customer's first invoice will contain the Customer's installation and setup fees, a pro-rated fee for the Charges of the Services from the date of Services Activation up to the end of that month, and the Charges for the next month's Services in advance.
- 6.5. **Payment methods.** Payment shall be made by direct debit unless Truespeed agrees in writing for the Customer to pay by an alternative method.
- 6.6. **VAT** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Truespeed to the Customer, the Customer shall, on receipt of a valid VAT invoice from Truespeed, pay to Truespeed such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.7. **Late Payments.** If the Customer fails to pay any Charges or other payments due under the Contract to Truespeed by the due date Truespeed may charge interest to the Customer on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank plc. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer must pay Truespeed the accrued interest together with any overdue amount.
- 6.8. **Disputing an invoice.** A Customer may dispute an invoice by contacting Truespeed. Truespeed will not charge the Customer interest until the issue is resolved.
- 6.9. **No Set-Off** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. PHONE NUMBER PORTING



- 7.1. **The Customer may request us to port their number to Truespeed.** The Customer may request to move their existing telephone number from another telecommunications provider. However, the Customer accepts that this may not always be possible. In these circumstances Truespeed will provide the Customer with a new number. Truespeed will contact the Customer if this is the case.
- 7.2. **The Customer must not cancel their contract with their existing provider if they wish to port their number to Truespeed.** If the Customer asks the existing provider to close the account the existing number will be lost and will not be transferrable to Truespeed. For an existing number to be ported, the Customer must authorise Truespeed to communicate with their existing provider on their behalf to arrange the transfer on the number. Once the number has been transferred the existing provider will close the account.
- 7.3. **Porting fee.** The porting fee is charged per port attempt. Should the porting process not complete due to an error due to the fault of or caused by the Customer then the Customer will be charged for each subsequent porting attempt. If the porting is unsuccessful due to a mistake made by Truespeed, Truespeed will resubmit the port at no additional cost to the Customer.
- 7.4. **Phone line activation.** If the Customer chooses to port their phone number to Truespeed, the Customer's Truespeed phone line will not be active until the phone number has been ported over. The Customer will not be charged for Services relating to the Customer's phone until the phone line has been activated.
- 7.5. **Porting may take up to 30 days.** Telephone number porting can take up to 30 days.
- 7.6. **Porting completion.** On the day of porting, the Customer may experience a temporary loss of telephone service of up to 24 hours.
- 7.7. **Cancellation of porting.** The Customer may cancel the porting request up to one business day before the Customer's phone number is scheduled to be ported. If the Customer chooses to cancel porting before it has completed, but after Truespeed have commenced the porting process, the Customer will still be charged the porting fee.

8. SUSPENSION

- 8.1. **Suspension of Services.** Truespeed may have to suspend the Services to the Customer to:
 - 8.1.1. deal with technical problems or make minor technical changes (including any maintenance, repairs or improvements);
 - 8.1.2. update the Services to reflect changes in relevant laws and regulatory requirements; or
 - 8.1.3. make changes to the Services as requested by the Customer or notified by Truespeed to the Customer.
- 8.2. **Truespeed's right to suspend Services.** Truespeed also has the right to and may suspend or limit the supply of the Services in the event of the Customer's breach of these Conditions to include without limitation non-payment of the Charges. Truespeed will contact the Customer to inform them that Truespeed intends to suspend or limit the Services for breach. If the breach is not remedied within 7 days (if such breach is capable of remedy) from Truespeed's notification to the Customer, then Truespeed may terminate the Contract immediately.

9. TRUESPEED'S RIGHT TO MAKE CHANGES

- 9.1. Truespeed may change the Services:
 - 9.1.1. to reflect changes in relevant laws and regulatory requirements; and
 - 9.1.2. to implement minor technical adjustments and improvements (e.g. addressing a security threat). These changes may affect the Customer's use of the Services for example by way of a brief, temporary Services outage.



- 9.2. **Major changes to the Services.** Truespeed may make more substantial changes to the Services (both to Charges and to other aspects of the Services) and to these Conditions. If Truespeed does this, it will give the Customer at least three months' notice of the change.
- 9.3. **Updates to software/firmware in the CPE or other equipment.** Truespeed may update the software and/or firmware in the CPE or such other equipment from time to time to improve the Services and the Customer agrees to give Truespeed access to the CPE and such other equipment from time to time for the purposes of such updates.

10. TERM AND TERMINATION

- 10.1. **Term** The Contract shall, unless otherwise terminated as provided in this clause 10, commence on the Commencement Date and shall continue for the Initial Term and, thereafter, the Contract shall be automatically renewed for successive periods of 1 month at Truespeed's current Charges for such Services (each a **Renewal Period**), unless:
- 10.1.1. either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
- 10.1.2. otherwise terminated in accordance with the provisions of these Conditions.
- and the Initial Term together with any subsequent Renewal Periods shall constitute the Term.
- 10.2. **Cancelling prior to Services Activation.** The Customer may cancel the Order before the Services Activation on 7 days written notice to Truespeed however the Customer shall be liable and shall indemnify Truespeed for all costs, damages and liabilities incurred up to the date of cancellation to include (without limitation):
- 10.2.1. the standard installation Charges and any excess installation fees if installation has taken place;
- 10.2.2. any applicable porting Charges; and
- 10.2.3. a £25 administration fee.
- 10.3. **Refunds.** In the event that there are any monies owed to the Customer in the event the Customer cancels the Contract under clause 10.2 Truespeed will refund such monies within 30 days of the cancellation.
- 10.4. **General Cancellation** The Customer may cancel the Contract at any time during the Initial Term with Truespeed's prior written consent however the Customer shall be liable for and shall pay to Truespeed an amount equivalent to the total Charges due under the Contract for the remainder of the Initial Term.
- 10.5. **Truespeed may end the contract if the Customer breaks it.** Truespeed may end the contract at any time by writing to the Customer if prior to Services Activation:
- 10.5.1. the Customer does not, within a reasonable time of us requesting it, provide information that is necessary for the provision of the Services.
- 10.5.2. the Customer does not, within a reasonable time, allow Truespeed access to the Customer's property and/or Premises to enable installation of the Services to the Customer.
- 10.6. **General Termination** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 10.6.1. the other party commits a breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- 10.6.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent



restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

10.6.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

10.6.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.7. Without affecting any other right or remedy available to it, Truespeed may terminate the Contract with immediate effect by giving written notice to the Customer if:

10.7.1. the Customer fails to pay any amount due under the Contract on the due date for payment; or

10.7.2. there is a change of control of the Customer.

11. IF THERE IS A PROBLEM WITH THE SERVICES

11.1. **Problem Notification.** If the Customer has any questions or complaints about the Services, it should contact Truespeed Customer Services about the matter.

11.2. **Dispute resolution.** Truespeed are registered with The Communications and Internet Services Adjudication Scheme (CISAS) (www.cisas.org.uk). If Truespeed are unable to resolve the problem to the Customer's satisfaction then the Customer may contact CISAS to assist with dispute resolution.

12. TRUESPEED'S LIMITATION OF LIABILITY

12.1. Nothing in these Conditions exclude or limits liability which cannot legally be limited. Nothing in the Contract excludes or in any way limits the liability of Truespeed or its employees, subcontractors or agents (**Truespeed Representatives**) or of the Customer for:

12.1.1. liability for death or personal injury caused by Truespeed's negligence or the negligence of the Truespeed Representatives or the Customer; or

12.1.2. liability for fraud or fraudulent misrepresentation; or

12.1.3. any liability which cannot be limited or excluded as a matter of law.

12.2. **Liability for damage to the Customer's property.** Where Truespeed is providing installation and set-up Services at the Customer's Premises, it will repair any damage to the Customer's Premises caused by Truespeed or Truespeed Representatives. However, Truespeed is not responsible for the cost of repairing any pre-existing faults or damage at the Premises that Truespeed discovers during installation or at any other time whilst providing the Services. Truespeed's aggregate liability to the Customer for any loss or damage to the Premises or other property of the Customer caused by Truespeed's negligence or the negligence of Truespeed Representatives shall not in any event exceed £1,000,000.

12.3. **Truespeed's maximum aggregate liability.** Subject to the provisions of clauses 12.1, 12.2, 12.4 and 12.5 Truespeed's maximum aggregate liability whether in contract, tort (including negligence), breach of statutory duty or otherwise for any direct loss or damage arising from any one event or series of connected events arising under or in relation to the Contract in any contract year (including the provision of, the Services and related services (including the installation service) shall in no circumstances exceed the aggregate of the Charges paid by the Customer to Truespeed in the contract year in which the breaches occurred. A contract year means a 12 month period commencing with the date of installation or any anniversary of it.



- 12.4. **Exclusions of liability for certain types of loss.** Neither Truespeed nor its Representatives will be liable to the Customer in contract, tort (including negligence), breach of statutory duty or otherwise for any of the following, regardless of how the liability arose
- 12.4.1. loss of profit, loss of revenue, loss of opportunity or loss of anticipated savings;
 - 12.4.2. loss of sales, loss of business, loss of contracts or loss of goodwill;
 - 12.4.3. wasted expenditure, loss from expenditure of time or loss from business interruption;
 - 12.4.4. loss, destruction or corruption of data;
 - 12.4.5. liability to third parties (unless otherwise stated in the Contract); or
 - 12.4.6. any special, indirect or consequential loss or damage of any kind.
- 12.5. These exclusions apply whether or not Truespeed or the Truespeed Representatives were made aware in advance of the possibility of such liability, loss or liability arising.
- 12.6. **Exclusion of implied terms.** Unless otherwise expressly stated, the Contract between Truespeed and the Customer excludes, to the maximum amount permitted by law, any warranties, assurances, guarantees, conditions or other terms that might be implied by law.
- 12.7. **Claims limitation.** The Customer may not raise a claim under the Contract more than 12 months after the discovery of the circumstances giving rise to a claim.
- 12.8. **Entire liability to the Customer.** Except where otherwise expressly stated in the Contract, the provisions of this paragraph 14 set out Truespeed's entire liability to the Customer in respect of the Contract and this paragraph 14 shall survive the ending of the Contract.

13. DATA PROTECTION

- 13.1. **Truespeed will use the Customer's information.** Truespeed will process any Customer's personal data in accordance with its Privacy Notice found at <https://www.truespeed.com/privacy-policy/> or as otherwise displayed on the Website.
- 13.2. **Telephone directory.** By default Truespeed will not include the Customer's phone number in any phone directories.
- 13.3. **Location data for emergency services.** Truespeed are required by law to pass on the location of the Customer's property to emergency services using 999 or 112 if the Customer contacts them via a Truespeed provided telephony connection.

14. Confidentiality.

- 14.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.
- 14.2. Each party may disclose the other party's confidential information:
- 14.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.2; and
 - 14.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.



15. OTHER IMPORTANT TERMS

- 15.1. **Transfer of Contract.** Truespeed may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 15.2. **Contracted parties.** This contract is between the Customer and Truespeed and the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.3. **Unenforceable contract terms.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Conditions.
- 15.4. **Contract enforcement.** Actions that must be performed by the Customer in accordance with this contract must be performed throughout the duration of the contract. These actions must be performed even if Truespeed have not prompted the performance of a particular action; failure to do so will result in Truespeed recovering the costs for breach of Contract at a later date. For example, if the Customer misses a payment and Truespeed continues to provide the Services, Truespeed will require the Customer to make the missed payment.
- 15.5. **No waiver** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.6. **Force majeure,** Neither party shall be deemed to be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations under the Contract to the extent that such delay or non-performance results from events, circumstances or causes beyond its reasonable control including, without limitation:
- 15.6.1. acts of God, flood, drought, earthquake or other natural disaster;
 - 15.6.2. epidemic or pandemic;
 - 15.6.3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 15.6.4. nuclear, chemical or biological contamination or sonic boom;
 - 15.6.5. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent];
 - 15.6.6. collapse of buildings, fire, explosion or accident;
 - 15.6.7. any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
 - 15.6.8. non-performance by suppliers or subcontractors and
 - 15.6.9. interruption or failure of utility service.
16. **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order. Any notice shall be deemed to have been received:
- 16.1.1. if delivered by hand, at the time the notice is left at the proper address;



- 16.1.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting. Business Day meaning Monday to Friday on a day that is not a public holiday; or
- 16.1.3. if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 18.1.3 business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 16.2. This clause 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 17. Entire agreement** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 18. Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 19. Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



Appendix 1 Services Level Agreement (SLA)

1. Scope of SLA

1.1. This appendix describes the Services Level Agreement (SLA) for the Business Dedicated Bandwidth Services only.

2. Responsibilities

2.1. **Truespeed Responsibilities** Truespeed are responsible for:

- The Fibre optic backbone
- The Fibre to the Premise connection
- The Network Termination Equipment (NTE & point of demarcation)
- Internet Access
- Public IP addresses assigned by Truespeed
- Reverse DNS for the IP addresses
- Proactive monitoring of the connection
- Fault resolution and escalation

2.2. **Customer Responsibilities** The Customer is responsible for:

- All equipment physically beyond the Truespeed point of demarcation (Fibre NTE)
- Definition of an appropriate security policy.
- Notifying Truespeed of any changes to site or contact details.
- Reporting any faults in the Truespeed network.
- Access to the site for fault resolution.
- Adherence to the Truespeed Acceptable Use Policy (AUP).

3. Services Level – SL3B – 24 Hour Fault Resolution Target

3.1. Core Support Hours

Truespeed Customer Support core support hours are 24 hours per day, 6 days per week, Mon - Sat.

3.2. Issue Classifications

All issues reported to support will get assigned a severity level as detailed below. The associated level will determine the Response Level:

Severity Level

1 - Critical

Description

Total loss of Services: fibre or equipment failure.



2 - Major	Intermittent loss or severe Services degradation.
3 – Minor, Query, Change Request	Non-service affecting issues, a change request, or a query. Services affecting.

3.2.1. Critical

A Critical severity is a total loss of Services. Examples of this may include a fibre cut or a hardware failure.

3.2.2. Major

A Major level outage is defined as intermittent loss resulting in severe degradation. For example, a hardware issue that causes errors to accumulate on the line and renders the Services unusable for short periods or intermittent degradation in throughput that causes the Services to be unusable.

3.2.3. Minor, Query, and Change Requests

The Minor level severity includes all non-service affecting issues such as billing queries, and change requests to Truespeed owned CPE.

3.3. Response Levels to Outages

The Time To Resolve Fault (**TTRF**) obligation for the Services covered are shown below and details the Restoration time for Critical and Major severity classifications.

Severity Level	Services Restoration Time
1 - Critical	24 Hours
2 - Major	24 Hours

Customer support is available via phone during these core support hours.

For faults that require an engineer visit, visits will occur 24 Hours per day, Mon – Sat assuming access to the Customer's premises is available if required.

3.4. Change Requests (Priority Level 3)

For all support levels, change requests will be acknowledged and scheduled within 48 hours of receipt.

3.5. Network Maintenance

Network maintenance will normally be performed outside of the core support hours.



Should maintenance be anticipated to be Services affecting, all affected Customers will be notified a minimum of 48 hours in advance via email. The email will detail how the Services will be affected and expected restoration times.

It may be necessary to perform emergency maintenance during Truespeed's core support hours. In this event, Truespeed will endeavor to limit the effect on Customer Services as much as practicable.

4. How to Contact Truespeed Support

The Truespeed support team can be contacted in the following ways:

- Phone 01225 300370 Mon-Thurs 8am-7pm, Fri 8am-6pm and Sat 8am-4pm, 07703 596893 at all other times
- Our mailing address is Truespeed Support, Pinesgate West, Lower Bristol Road, Bath, BA2 3DP

5. Services Restoration

5.1. The Services Restoration Clock

The TTRF period shall begin once The Customer notifies the Truespeed Technical Support Centre of the fault. The TTRF period shall cease upon notice to The Customer by the Truespeed Technical Support Centre of resolution of the fault.

Truespeed will record the duration of the TTRF period in order to be able to comply with its obligations. At the point Truespeed acknowledge that a service affecting fault has been raised, Truespeed will open a ticket on its internal system. A ticket may be left open but the clock stopped, for example, for the purpose of ongoing monitoring.

5.2. Services Restoration Delays

Where fault resolution requires action from the Customer, for example, to allow Truespeed access to their site or to provide information, the Services Restoration clock may be stopped if any delays incurred are due to the Customer.

5.3. Multiple Short Services Failures

If there are multiple short Services failures within the same month, Truespeed will consider it a single issue for the purposes of service restoration upon the 3rd incident.

For the purposes of Services credit calculation, the total downtime is calculated as the time in which the Services was unavailable.

5.4. Fault escalation

Escalation means that a more senior member of the team will be made aware of the fault and may be brought in to troubleshoot or to provide reassurance to the Customer.



A Customer may request a fault escalation at any time during the Services outage. Once a request for escalation is made, the Customer will receive a call within 30 minutes from the escalation point. If the request for escalation is made after the Services has been restored, the escalation contact will happen when is reasonably practicable, however, this may not be within the stated 30 minute timeframe.

5.5. Faults outside of the Truespeed network

Truespeed are not responsible for faults on other providers' networks. This includes access to websites, remote servers, and other Services that are not under Truespeed's control. Truespeed will work with the Customer as much as possible to assist them in resolving any issues, however, once a problem is identified as being out of Truespeed's control, this Services Level Agreement will not apply with regards to the Services Restoration Clock and Services Credits may not be given.

6. Making a claim

A claim may be made in any month where there was an incident where the agreed restoration times were not met.

Claims need to be made in writing and sent to the ultrafast@truespeed.com email address or to Truespeed's office for the attention of Customer Services, Pinesgate West, Lower Bristol Road, Bath, BA2 3DP. The deadline for making a claim is 5 business days from the end of the billing period for which the credit is requested.

6.1. Services Credits

If, in Truespeed's reasonable opinion, the agreed upon restoration time for Services, as per the SLA, was exceeded, the Customer will be entitled to a service credit for the failure according to the following schedule:

Services Restored

More than 1 hour over the service restoration target

Services Credit

100%* of the daily broadband service charge for each full hour over the maximum 24 hour fix time.

*This is capped at a maximum value of 10 days broadband service charge.

Example:

Annual Rental = £475/365 days = £1.30 per day

25 Hours total outage = 1 Hour over the contracted maximum fix SLA = 1 day at £1.30 = £1.30 service credit.

6.2. Services Level Claim Terms and Conditions

Total service credit that can be claimed in any billing period is 100% of the charges for that billing period. The Customer must notify Truespeed in writing within 5 days of the end of the billing period for which the claim is being made.



Services credits will be applied as a credit to the Customer's account for use against future invoices.
Services credits will not be granted if the Customer's account is overdue.

Appendix 5 Acceptable Use Policy (AUP)

1. Definitions

Unacceptable Activities

The Customer and its employees, officers, representatives, contractors, accessing the Services through the Truespeed connection may not use the Services in any way or for any activities that are unlawful or in any way detrimental or harmful to Truespeed's or its users. Examples of these activities include (but are not limited to):

- Publishing, distributing, circulating or otherwise propagating any material which may be deemed illegal, abusive, offensive, harmful, obscene, intimidating, hateful or threatening.
- Activities which will or may reasonably be expected to:
 - infringe on the rights of others including but not limited to infringement of privacy and intellectual property rights
 - cause a reduction in performance or functionality of any computer or network
 - breach any laws, or have any unlawful purpose or effect
 - harm or attempt to harm minors in any way.

Breach

If the Customer breaches this AUP (which Truespeed shall determine in its sole discretion, acting reasonably), this will constitute a material breach of the Contract. As a result, the steps Truespeed may take include:

- discussion by phone
- issue of a warning letter
- suspend the Customer's access to the Services immediately, temporarily or permanently
- Terminate the Customer's Contract and/or account with us
- Take any other reasonable action (including taking legal action)
- Disclosure of such information to law enforcement authorities as Truespeed reasonably feel is necessary.

Security when using the Services The Customer is responsible for securing all devices which use their network.

All networking equipment that the Customer uses in relation to the Services must be password protected. All Wi-Fi passwords must be kept secure and confidential.

Truespeed may suspend the services if the Customer's devices are attacking. If Truespeed identifies devices on the Customer's connection causing a significant impact on its Services, or as part of a relay attack where a 3rd party uses the Customer's equipment to attack others, Truespeed reserve the right to suspend or disconnect the Customer's access to the Services without notice. Truespeed will contact the Customer as soon as practicable to attempt to resolve the situation.

All users using The Services must ensure that their devices are protected with up to date anti-virus software and a properly configured firewall (where applicable).

Reporting AUP breaches by Others



Contact abuse@truespeed.com

Email and phone use

Unsolicited emails will not be tolerated. The Customer may not use the Services to send SPAM or unsolicited emails.

Nuisance phone calls will not be tolerated. The Customer may not use the Services to make calls that may be considered nuisance calls by the recipient.

Truespeed do not restrict or otherwise shape traffic types. All traffic is treated equally.

Changes to this AUP Truespeed may change the terms of this AUP from time to time. Changes to this AUP will be posted to on the Website. The Customer should check for any updates to this AUP as it is legally binding on the Customer as a user of the Services.

