

APPENDIX A – Broadband Service Schedule – April 2021

This Service Schedule forms part of our general terms and conditions and applies to all customer contracts from April 1 2021. If there are any discrepancies between this document and our Fibairo Terms and Conditions document, the Terms and Conditions document should be deemed authoritative.

Fibairo refers to Fibairo Holdings Limited

Service description

Service overview

1.1 The service provides high speed, broadband network access in the United Kingdom to the Internet, together with a range of Internet services, helpdesk services and applications, for purposes as set out at the Customer Portal and will be provided to the Customer at the site.

1.2 The service may be ordered either by telephone or online at <https://Fibairotechnology.net/contact/> or via Fibairo approved third party channels.

1.3 Where equipment is provided under the contract, clause 2.1 of the General Terms will not apply to that equipment.

1.4 For any equipment supplied under the contract:

1.4.1 risk passes and acceptance takes place at the time of delivery;

1.4.2 title in equipment passes to the Customer on payment of the charges as detailed in the Charges schedule at which point the equipment becomes Customer equipment, however title in any equipment supplied without charge remains with Fibairo as Fibairo equipment;

1.4.3 until title passes the Customer undertakes not to sell, charge, assign, transfer or dispose of or part with possession of or encumber the equipment in any way;

1.4.4 Fibairo does not guarantee the continuing availability of any equipment and Fibairo reserves the right to add to, substitute or to discontinue any equipment; and

1.4.5 it is the Customer's responsibility to satisfy itself as to the suitability of the equipment for its needs.

1.5 If the Customer does not wish to use Fibairo provided equipment with the service, the Customer can connect their own equipment once Fibairo has proved the service to be working. The Customer is responsible for ensuring that its equipment is compatible with the service.

Service start date

1.6 Before Fibairo can be certain that it can provide the Customer with the service, it needs to successfully complete an availability check and/or survey. If the availability check and/or survey reveal that Fibairo cannot provide the service to the Customer, Fibairo will notify the Customer as soon as possible and the contract for the service will be cancelled immediately without liability to either party.

1.7 The service start date is the date Fibairo advises the Customer the service has been activated.

Minimum period

1.8 The service will have a minimum period of:

1.8.1 twenty four months; or

1.8.2 twelve months from the service start date depending upon the minimum period that the Customer agrees to when it applies for the service.

1.8.3 Minimum period for Business services is 36 months

Service levels

Faults in the service

2.1.1 Fibairo will provide the Customer with the service care level applicable to the service option selected.

2.1.2 Fibairo will provide the customer with a minimum guaranteed speed during the signup journey. Fibairo will use all reasonable care to improve the connection speed should it fall below this level. If it has not been possible to do this within 28 days, the customer has the right to cancel without penalty as detailed in clause 6.3.3 of the Terms and Conditions.

Standard Care service level

2.2 For the Standard Care (SC) service level Fibairo aim to respond to faults within 8 hours. However there is no Service Level Guarantee (SLG) on SC fault resolution.

Enhanced Care service level

2.3 For the Enhanced Care (EC) service level Fibairo commits to a 1 "working hour" response for all technical support enquiries relating to Fibairo Broadband. Responses will be made via the Help Desk tickets or telephone.

2.4 Fibairo commits to a next working day target resolution for any fault found to have originated with the Fibairo Broadband. Working hours are defined as Monday – Friday 0900 – 1730 excluding Bank and Public Holidays.

2.5 Fibairo Enhanced Care Business Broadband includes a SLG. A qualifying fault under the SLG is defined as a customer having no end to end IP connectivity between the Internet and the customer premises equipment (CPE) at the customer's site.

2.6 The SLG clock starts when the customer raises a fault either via Telephone or the Help Desk ticket system.

2.7 The SLG clock can be suspended due to the following reasons and suspended time will be excluded from the total fault time:

2.7.1 Fault passed back for retest: Fibairo believes the fault to be resolved and require confirmation from the end user via a retest.

2.7.2 Further diagnostics required: Fibairo requires further end user diagnostics in order to progress the fault.

2.7.3 Awaiting customer visit appointment: The fault clock will be suspended whilst the appointment is arranged between the customer and Fibairo and until the completion of the engineer visit.

2.7.4 No access to Customer premises at appointment slot: The fault clock will be suspended until a new appointment is made.

2.8 The response and resolution time is measured from the moment a Help Assistant ticket reference is created, either by the Customer via the portal or by an analyst over the telephone.

2.9 The fault will be closed and the fault clock stopped once the customer informs Fibairo that the fault has been cleared or after 5 working days, whichever is the earlier.

2.10 The Fibairo Enhanced Care service provides guaranteed response and resolution service levels to Faults on the Business Broadband service provided by Fibairo.

General

2.11 The service levels apply exclusively to Fibairo Broadband products

2.12 The service levels do not apply to other associated services including (but not limited to) email, webspace or any other additional service provided with Fibairo Broadband.

2.13 The service levels do not apply to any equipment connected to the circuit or Fibairo network irrespective of whether or not it has been supplied by Fibairo.

2.14 The Customer must register the fault either by calling the Fibairo Support helpdesk or by registering the fault using the Help Desk ticket system. Fibairo do not accept fault reports via email or any other means.

2.15 The Customer will provide a nominated contact to which all fault updates will be communicated.

2.16 The Customer agrees to supply Fibairo with all necessary data to prove the existence of a fault and provide reasonable assistance to the Fibairo analyst in determining the cause and condition of the fault throughout the duration of the fault.

2.17 The Customer must be available to provide access to the affected site premises 24/7 in cases where an engineer visit is required to fix the fault.

2.18 The Fibairo Enhanced Care service level applies once the provision order has been completed and is activated on the account. Only faults raised after this will be dealt with under the Enhanced Care service level.

2.19 A 30-day notification period for cancellation of EC service is required.

2.20 Where Fibairo fails to meet the service levels as set in paragraphs 2.2 to of this Broadband service schedule Fibairo agrees to compensate the Customer with a maximum of one month's fee as a service credit. The service credit will be applied in the form of a credit against the advanced subscription fee for the Fibairo Broadband service affected.

2.21 Compensation is limited to the service credit. The Customer acknowledges that payment of service credit(s) is in full and final settlement for failure by Fibairo to achieve the service levels set out as set in this paragraph 2.2 to 2.10 of this Broadband service schedule and is the Customer's sole remedy for such failure.

2.22 Any claims must be registered via the Help Desk within 5 working days of Fibairo notification that the fault has been resolved.

2.23 Service credits are limited to a maximum of one month's subscription fee in any calendar month regardless of the number of faults registered by the Customer in any calendar month.

2.24 The Customer can only make one claim against each fault.

2.25 Fibairo is under no obligation to guarantee service credits will be issued against every claim. Each claim will be assessed on a case by case basis.

2.26 Fibairo will use only Fibairo performance and availability information in order to determine whether a fault, as defined in paragraph 2.5 of the Broadband service schedule above and subject to any exclusions set out in paragraph 2.27 of this Broadband service schedule below, has occurred. Fibairo decision on this shall be final.

2.27 Claims will not be issued when a fault is caused by the following:

2.27.1 Loss of Fibairo Broadband service resulting from scheduled maintenance that may affect service availability. Fibairo reserves the right to perform essential maintenance on its network that may affect service availability. Fibairo will make reasonable endeavours to notify the Customer of such maintenance via the Customer Portal;

2.27.2 where the cause of a fault has been identified as being a malicious act or otherwise through the actions of either the Customer or another Fibairo user that is found to be in breach of the Acceptable Usage Policy (AUP), service schedule or General Terms;

2.27.3 if a fault was caused by the misuse or interference with the Fibairo supplied service which is beyond the control of Fibairo; or

2.27.4 if a fault was caused by data transmission originating from customer equipment.

2.28 The service levels apply to the Fibairo Broadband only.

Faults in the equipment

2.29 If, during the guarantee period, Fibairo is notified of a fault in the equipment which is due to faulty design, manufacture or materials, or the negligence of Fibairo, Fibairo will where necessary by arrangement with the Customer, replace or (at its option) repair the faulty part free of charge provided that:

2.29.1 the equipment has been properly kept, used and maintained in accordance with the manufacturer's or Fibairo instructions, if any, and has not been modified except with Fibairo written consent;

2.29.2 the fault is not due to accidental or wilful damage; interference with or maintenance of the equipment by persons other than Fibairo;

2.29.3 the fault is not due to faulty design by the Customer where the equipment has been manufactured to the Customer's design; or

2.29.4 the equipment has not been tampered with so as to invalidate the guarantee.

2.30 This guarantee does not cover fair wear and tear.

2.40 Where the equipment is installed by the Customer, the Customer will normally be required to return faulty equipment to Fibairo (where necessary, by arrangement with the Customer), unless Fibairo agrees otherwise in writing.

2.50 If the Customer reports a fault and Fibairo finds there is none or the fault falls outside paragraphs 2.29 and 2.30 of this Business Broadband service schedule, Fibairo may apply a charge as set out in the Charges schedule.

Software faults

2.60 Fibairo does not warrant that software supplied under the contract will be free of faults or that its use will be uninterrupted, but Fibairo will remedy those defects which significantly impair performance (where necessary by arrangement with the Customer) within a reasonable time.

Responsibilities of the Customer and Fibairo

General

3.1 The Customer will need to provide a suitable location at the site for any Fibairo equipment and Customer equipment.

3.2 The Customer must access the service through the equipment or in an alternative way permitted by Fibairo, and the Customer must not attempt to circumvent any security measures in the service.

Charges

General

4.1 The Customer must pay the charges for the service and for any equipment that it purchases from Fibairo. These charges are set out in the relevant Charges schedule.

4.2 Fibairo will not send paper bills to the Customer (unless required to by applicable law or regulatory guidance). All bills are available online at the Customer Portal.

4.3 Payment is due on the Customer's bill date.

4.4 If the Customer changes service to another Fibairo Broadband service, there will be no charge however the Customer may be required to start a new contract (with a new minimum term).

4.5 Unless otherwise agreed by the Customer, payment will be made by monthly Direct Debit or debit and credit card.

Excess construction charges

4.6 If Fibairo determines that additional infrastructure is required to enable the Customer to receive the service, Fibairo will inform the Customer by notice in writing of the excess construction charges to apply.

4.7 The Customer will have a period of 30 days from the date of the notice within which to accept the charges. Failure to accept the charges within this timescale will result in the Customer's order for the service being cancelled without liability to either party.

4.8 Where the Customer accepts the charges, but subsequently cancels the order prior to installation of the service, the Customer will have to pay Fibairo for any work completed or committed to, together with a cancellation charge as set out in the Charges schedule.

Abortive visit charge

4.9 Fibairo reserves the right to raise an abortive visit charge as set out in the Charges schedule in the following circumstances:

4.9.1 an engineer attends an incorrect address provided by the Customer;

4.9.2 an engineer arrives to carry out the installation at the address provided by the Customer, but the Customer no longer wants the installation completed or, having previously chosen to be present at the time of installation, the customer does not attend;

4.9.3 when entry is refused at the site, or no access can be gained at the appointed time agreed between Fibairo and the Customer;

4.9.4 if Fibairo is delayed in its installation activities because the Customer fails to make equipment that Fibairo has despatched to the Customer for installation purposes available at the site;

4.9.5 if the engineer attends on site and finds that the location and/or environment provided by the Customer for the Fibairo equipment and/or Customer equipment is not suitable; or

4.9.6 if the Customer provides Fibairo with less than 24 hours' notice of an amendment to, or cancellation of, its order.

4.9.7 The abortive visit charge will be published in the Charges Schedule

Usage charges

4.10 If the service option selected by the Customer includes a monthly usage allowance then the allowance will expire at the end of each calendar month and cannot be transferred to a subsequent month if unused. Fibairo will notify the Customer once it has reached 80% and 100% of its allowance. If the Customer subsequently exceeds its allowance, Fibairo reserves the right to charge the Customer for its extra usage in accordance with the charges set out in the Charges schedule, or end the contract in accordance with clause 6 of the Business General Terms, or upgrade the Customer to another service option that is better suited to the Customer's usage.

Cancellation charges

4.11 The cancellation charges referred to in clause 6.1 of the Business General Terms are set out in the Charges schedule.

Early termination charges

4.12 The termination charges referred to in clause 6.6 of the General Terms are set out in the Charges schedule.

Ceasing service

4.13 If the Customer ends the contract for the service and the service is ceased or the Customer switches their service to another provider on a different network, the Customer must pay a cease charge which is set out in the Charges schedule. A cease charge will not be payable where the Customer moves to a new site and Fibairo is unable to provide the service at the new site.

Additional conditions

Temporary loss of service

5.1 During certain weather conditions or planned maintenance the Customer may experience a temporary loss in its broadband service. Whilst such occurrences should be rare Fibairo will communicate effectively and regularly with the Customer and work with due diligence to keep service disruption to a minimum.

Fibairo broadband

5.2 Further to clause 2.4 of the General Terms, the Customer will obtain at its cost any permission needed for Fibairo to put any Fibairo equipment on the site. Permissions may include that of landlords and/or any necessary planning consent. In addition to the indemnity set out in paragraph 5.15 of this Broadband service schedule, the Customer will be liable to Fibairo if Fibairo incurs any other costs as a result of the Customer's failure to obtain necessary permissions.

5.3 Depending on the broadband option selected;

5.3.1 Fibairo Equipment required to provide the service is connected to the Customer's on premise electricity supply; or

5.3.2 Fibairo Equipment required to provide the service is installed both to the outside of the Customer's site and within the site (main termination point).

5.4 Fibairo can provide and install a data extension kit up to 20 metres in length at no additional charge, should the Customer require Fibairo equipment to be located at a distance from the main termination point. The route the data extension kit will run will be agreed between the engineer and the Customer at the time of installation.

5.5 If the Customer chooses to connect their own equipment to the Fibairo broadband service, instead of the router offered by Fibairo as part of its Fibairo Broadband product, Fibairo may not be able to offer any support to set up your broadband and you will need to contact your router provider for support. As some routers can be locked to a specific provider and there can be other issues with the compatibility of other routers we strongly recommend that you use one of our routers where we can provide full support.

Return of equipment

5.6 Fibairo may require the Customer to return to it:

5.6.1 any equipment provided with the service if the contract is cancelled or ended under clauses 6 or 9.3 of the Business General Terms; or

5.6.2 any faulty equipment if the Customer has been provided with equipment by Fibairo to replace faulty equipment,

such equipment must be returned to Fibairo in the prepaid postage package Fibairo sends to the Customer. If the Customer does not return the equipment to Fibairo within 14 days of receiving the prepaid postage package, the Customer may be charged for the equipment (at the charges set out in the Charges schedule), postal charges for both initial despatch and the prepaid return package and a reasonable administration charge.

5.7 Any infrastructure or Fibairo equipment installed under this contract remain the property of Fibairo and will be removed from the site following the ending of the contract for any reason.

Network management

5.8 In exceptional circumstances Fibairo may take action to manage network performance during periods where there is high demand which may include line speed reductions, application and protocol management.

Static IP addresses

5.9 If the Customer chooses to opt for static IP or a range of static IP addresses provided by Fibairo the allocation of static IP addresses is subject to full justification and use case analysis. Fibairo retain the right to decline the allocation of static IP addresses.

5.9.1 Fibairo is not responsible under the contract for providing any technical or other support to the Customer's Local Area Network;

5.9.2 the IP addresses that are allocated to the Customer are for use in connection only with the service and the Customer will not gain any ownership rights in those IP addresses. The Customer must not sell them or agree to transfer them to anyone else or try to do so; and

5.9.3 if the contract is terminated for any reason the IP addresses will revert to Fibairo.

Limits of liability

5.11 Subject to paragraph 5.12 of this Broadband service schedule, the limit of liability under clause 7.2 of the Business General Terms is:

5.11.1 £1,000,000 for loss of or damage to physical property; and

5.11.2 £50,000 for all other direct loss or damage arising from any one incident or series of connected incidents and £100,000 for all incidents in any period of 12 months.

5.12 Fibairo sole liability for failure to repair a service covered by SLG is limited to the amounts payable to the Customer as set out in paragraph 2.11 to 2.28 above.

Indemnity

5.13 The Customer will indemnify Fibairo against any claims that are brought or threatened against Fibairo by a third party because the Customer has failed to obtain necessary permissions as required by paragraph 5.2 of this Business Broadband service schedule.

Resale

5.14 The service and software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell either (or any part or facility of it) to anyone else.

Notices

5.15 In addition to the addresses stated in clause 9.13.1 of the Business General Terms, notices may be delivered to the Customer at the primary email address that Fibairo holds for the Customer on registration for the service.

5.16 Fibairo at its discretion may also notify the Customer of any changes that Fibairo makes to the contract or the service under clause 5 of the Business General Terms at the primary email address that Fibairo holds for the Customer on registration for the service.

Premises moves

5.23 Office or premises moves are subject to the availability of Fibairo Broadband services. Fibairo does not guarantee that service can or will be available in any given area.

5.24 Where service is available Customers will be liable to pay the charges as listed in the Charges schedule or as advised by Fibairo staff.

5.27 The Customer acknowledges that they may experience an interruption to their service during an office or premises move and will not hold Fibairo liable for any loss of service during this time.