

SCHEDULE FOURTEEN

FIBRE & PARTIAL FIBRE (SOGEA) BROADBAND PRODUCT

1. DEFINITIONS AND INTERPRETATION

Words and expressions in this Schedule shall have the meaning given in the TSA except as shown below:

“Abortive Visit Charges”	Abortive Visit Charges as set out in the Price List;
“Ancillary Charges”	Charges which may be incurred during the ordering or installation process
“Appointment”	Means an Appointment for the installation of a Product
“BT”	BT Group plc;
“Cancellation Charges”	Cancellation Charges as set out in the Price List;
“Care Plans”	Provided by Suppliers, prices are available on the Price List
“Commencement Date”	Means the date of this agreement
“Connection”	An individual Product that has been installed and activated
“CPE”	Customer Premises Equipment required at the End User’s premises (such as routers, firewalls and extenders) used by the End-User to interface with the Customer Product;
“Customer Product”	the product provided to the End User by the Customer or the Customer’s reseller;
“End User”	a person taking the Customer Product;
“Excess Construction Charges”	Excess Construction Charges that may be incurred as part of installation, as set out in the Price List;

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“FTTP”	Fibre to the Premises
“General Conditions”	Ofcom’s General Conditions of Entitlement published as a schedule to Section 48(1) of the Act, as amended from time to time;
“IAS”	Internet Access Services, as defined in Ofcom’s General Conditions of Entitlement
“Ofcom Code of practice”	a published Ofcom voluntary code which broadband Suppliers can sign up to, as amended from time to time;
“OHP”	the Magrathea order handling portal
“Point of No Return” (PONR)	the point up to which an order can be changed or cancelled, subject to relevant charges.
“Price List”	the document containing Magrathea’s Charges and terms which apply to the Product, as published by Magrathea from time to time;
“Product”	the Fibre or partial Fibre Products described in Clause 2 of this Schedule;
“Services”	each service provided by the Supplier to an End-User in a premises, which may include: (a) The Products (b) The care and support services as described in the User guide
“Service Commencement Date”	the date of signature of this Schedule;
“SLA”	the Service Level Agreement provided in the User Guide;
“SOGEA”	Single Order Generic Ethernet Access
“Supplier”	BT Wholesale

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“Time Related Charges”	Time Related Charges as set out in the Price List.
“TSA”	the Telecommunications Services Agreement made between the Parties.
“User Guide”	Magrathea’s Fibre & Partial Fibre (SOGEA) Broadband product User Guide, as published and amended from time to time.

2. DESCRIPTION OF PRODUCT

- 2.1 The Fibre & Partial Fibre (SOGEA) Broadband product offers the Customer the facility to purchase FTTP broad band from Magrathea for onward rental. Where FTTP is unavailable then the Customer can purchase SOGEA Customer Products (FTTC) from BT wholesale only for onward rental
- 2.2 The Customer Product provided to the End-User will be installed, maintained and repaired by BT or AllPoints Fibre

3. COMMENCEMENT AND DURATION

- 3.1 Subject to the provisions of Clause 6 of the TSA (“Suspension and Termination”), the agreement shall begin on the Service Commencement Date and shall continue until terminated in accordance with this schedule.

4. ORDER HANDLING

- 4.1 The Customer must place orders through the OHP.
- 4.2 Orders may be rejected if:
 - 4.2.1 the product requested is not compatible with the end-user premises
 - 4.2.2 the Customer has cancelled their own order; or
 - 4.2.3 any information on the order is illegible, inaccurate, incomplete or incorrect or is a duplicate order; or
 - 4.2.4 for other reasons set out by Magrathea in the relevant product documentation.
- 4.3 If an order is rejected under Clause 4.2 above, the Customer will incur a rejection charge, as set out in the Price List, providing such a rejection is not caused by a failure on

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Magrathea's part.

- 4.4 An order may be cancelled or amended up until the PONR as set out in the Handbook; the Customer shall be liable for the relevant charges as set out in the price sheet.

4.5 If

- a) the Customer cancels a Product order or requests a change before it is ready to use; or
- b) an Appointment is agreed for work at an End User's premises and BT or its agent is unable to carry out the work at or gain access to the End User premises; or
- c) an Appointment is broken or not changed before the PONR

then the Customer shall be liable for any costs incurred by Magrathea or any third party including, but not limited to, Cancellation Charges, Abortive Visit Charges, Time Related Charges or Excess Construction Charges.

5. INSTALLATION AND USE OF THE PRODUCT

- 5.1 Provision of the Product may be subject to a survey and/or engineering visit. As a result, BT may provide a revised quote detailing their Excess Construction Charge that the Customer will need to pay for the work to be completed. If

- a) the Customer accepts the new quote, the existing order will be cancelled and a new one created; or
- b) the Customer does not accept the new quote. The order will be cancelled without liability to the Customer; or
- c) the survey identifies that BT are unable to provide the Customer Product; the order will be cancelled immediately without liability to the Customer.

- 5.2 The Customer will handle all Appointments, changes to Appointments and access arrangements with End-Users.

- 5.3 For BT Wholesale the Customer may select to use BT wholesale CPE or provide their own.

- 5.4 If CPE is ordered from BT via Magrathea and the order is subsequently cancelled, the Customer will still incur a charge for the CPE if already dispatched.

- 5.5 The Customer will take all reasonable steps to ensure that End Users will:

5.5.1 prepare and provide a suitable place, conditions and connection points for installation and any CPE that is required; and

5.5.2 obtain all necessary consents including, for example, consents for any necessary

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alterations to buildings or premises, permission to cross land or permission to put CPE on the relevant property; and

5.5.3 provide a suitable place and conditions for any CPE including adequate connection points and electricity.

5.6 The Customer agrees to indemnify Magrathea for any liability for loss or damage to CPE belonging to BT or any other third party.

5.7 Any CPE or other equipment connected to the product provided must be connected and used in accordance with any relevant instructions, standards or laws and must not adversely affect the Product or any other equipment attached to the Product.

5.8 CPE may only be connected to the product using an approved BT connection point.

5.9 If the Customer fails to comply with Clause 5.7 and / or Clause 5.8 then

- a) the Customer shall be liable for any additional costs incurred in repairing or restoring the product; and
- b) Magrathea shall have the right to suspend or disconnect the Product.

5.10 The Customer shall take all reasonable steps to provide the Supplier with access to the End User's premises where necessary and to procure that the End User provides a suitable and safe working environment for engineers. The Customer shall indemnify Magrathea for any liability in respect of loss, damage, costs and expenses arising or incurred in respect of any contractual claims or any actions, claims or legal proceedings which are brought or threatened against Magrathea as a result of a breach of this clause. Magrathea shall not be liable for any making good or decorating that is required at the End User's premises following a visit by BT or their representatives

5.11 The Customer must take reasonable steps to procure that the Product, is not used:

- a) unlawfully or fraudulently or in breach of any legislation; or
- b) to send, knowingly receive, upload, download, use or re-use matter that is grossly offensive or of an indecent, obscene or menacing character.

5.12 Magrathea shall have the right immediately to suspend the Product in respect of any End User where it has reasonable grounds to believe that the Customer Product is being or has been used

- a) unlawfully or fraudulently or in breach of any legislation; or
- b) to send, knowingly receive, upload, download, use or re-use matter that is grossly offensive or of an indecent, obscene or menacing character

or where Magrathea has been required to suspend the Product by Ofcom, a law enforcement agency or any other competent body or authority.

5.13 If Magrathea notifies the Customer or if the Customer is aware that an End User has used the Product in breach of Clause 5.12 then the Customer will take all reasonable steps to

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cooperate with Magrathea and will notify the End User that their product will be disconnected if they continue to use the Product in breach of Clause 5.12. If the End User continues to use the Product in breach of Clause 5.12, the End User's product will be disconnected by Magrathea.

- 5.13 The Customer undertakes to comply with the obligations of providing IAS as defined in Ofcom's General Conditions, and with all obligations and processes set out in the User Guide.
- 5.14 The Customer shall not undertake any activity that has the effect of disrupting the Product provided by Magrathea or the Supplier to the Customer or other communications providers without the express permission of the End User, or disrupting the transfer of the Product requested by an End User.
- 5.15 The Customer will indemnify Magrathea against all loss, damages, costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against Magrathea by a third party if there is a breach of Clause 5.11 and/or 5.14.
- 5.16 Magrathea shall aim to provide the Product and respond to reported faults in accordance with the SLA.
- 5.17 The Customer must use the OHP to report any and all faults with the Product.
- 5.18 The Product may be subject to technical or geographic limitations, for which Magrathea accepts no liability.
- 5.19 Magrathea shall not be liable for any interruption to products which utilise or run over the Product during or after installation of the Customer Product.
- 5.20 For each Product customers should refer to the Magrathea User-Guide for information on availability of IP addresses.
- 5.21 All IP addresses made available with the Customer Product will at all times remain the Suppliers' property and will be non-transferable. All of the Customer's and End-user rights to use such IP addresses will cease on the termination or expiration of the Customer Product.
- 5.22 Magrathea cannot ensure that any requested name for using the Customer product will be available to use if it already in use by another communications provider.
- 5.23 The Customer will warrant that they or the End-user are the owner of or are authorised by, the owner of the trade mark or name that they wish to use.

6. OBLIGATIONS OF THE PARTIES

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- 6.1 In the event of a significant outage in the availability of the OHP, Magrathea shall use all reasonable endeavours to identify the root cause of the problem as soon as practicable and take all reasonable steps required to prevent its recurrence and notify the Customer of the root cause, the steps which are to be taken to rectify it, and the timetable for the implementation of such steps.
- 6.2 Magrathea shall notify the Customer as soon as it has reason to believe that the Product will not be available or an outage is likely to occur.
- 6.3 The Customer will follow a structured approach to diagnosing faults as outlined in the user guide. If engineers visit and find the fault was caused by the End-User then all charges incurred will be paid for by the Customer.
- 6.4 The Customer will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 (WEEE Directive) and indemnify Magrathea against all costs incurred in disposing of any CPE.
- 6.5 The Customer will comply with current Gaining Party Led switching requirements and indemnify Magrathea against any End-user claims of compensation or any losses incurred as a result of the Customer failing to meet these requirements.

7. FORECASTING

- 7.1 The Customer shall provide Magrathea with a forecast of order volumes for the Product upon signature of this Schedule and thereafter upon request by Magrathea.
- 7.2 The Customer shall inform Magrathea if it believes that actual order volumes are likely to exceed those provided in the forecast under Clause 7.1.
- 7.3 In the event that the Customer submits orders in excess of the volumes provided under Clause 7.1, Magrathea's commitments in the SLA shall not apply.

8. CHARGES AND PAYMENT

- 8.1 There is a minimum commitment of £100 per month. Magrathea will waive the minimum commitment where a Customer already takes a monthly billable service to a minimum value of £100 plus VAT, provided that invoices for such services are paid when due.
- 8.2 The Customer agrees to pay all Charges for the Product, including any Ancillary charges generated by the Supplier including but not restricted to Abortive Visits, Cancellation and Ceasing Service Charges, as shown in the Price List in the User Guide and as calculated using details recorded by Magrathea. Payment shall be by way of Direct Debit.

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- 8.3 Charges in respect of each Product provided under this Schedule will begin accruing on the date when the Product is installed and ready to use.
- 8.4 There is a minimum term of 12 months for FTTP, and if a Connection is modified the minimum term of 12 months is reset. For provision of a new SOGEA service the minimum term is 1 month and if a Connection modified the minimum 1 month is reset.
- 8.5 In respect of each new Product order the Customer shall be invoiced on the first day of each calendar month in arrears for the first month's rental or part thereof and in advance for each subsequent month's rental. The Customer shall be invoiced monthly in arrears for any Ancillary charges or Care Plans. Payment shall be taken from the Customer's bank account by Direct Debit on the 28th day of each month.
- 8.6 If an enhanced Care Plan has been chosen then there will be additional charges as outlined. If a Magrathea managed order service has been selected there will be an additional charge per order as outlined in the pricing sheet.
- 8.7 Magrathea may correct an invoice sent to the Customer providing it notifies the Customer within 12 months of the date of the invoice, giving its reasons.
- 8.8 Magrathea have the right to introduce price changes and will give the Customer 30 days' notice of such new prices.
- 8.9 In the event that a Customer is unable to meet the costs of contractual monthly rentals and the end-user contracts are still in the minimum term, then Magrathea has the right to contact end-users directly to request payment and/or arrange for an alternative Supplier to take over the end-user contract.

9. TERMINATION AND SUSPENSION

- 9.1 Magrathea may terminate this Schedule:
- 9.1.1 in accordance with Clause 6.3 of the TSA; or
 - 9.1.2 on not less than 13 months' notice for any other reason.
- 9.2 In the event that the Service is terminated under Clause 9.1 above, Magrathea shall have the right to communicate directly with End Users to inform them of the termination of the Product and how this will affect the telecommunications products they receive from the Customer and the options available to End Users in order to avoid disconnection or interruption to their telecommunications products. This Clause 9.2 survives termination of the Service.
- 9.3 Magrathea may suspend provision of the Product or terminate this Schedule in the event

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the Fibre & Partial Fibre (SOGEA) Broadband product is withdrawn.

9.4 The Customer may terminate this Schedule:

9.4.1 on 28 days' notice if Magrathea materially changes the conditions of this Schedule to the Customer's detriment (other than the Charges) provided such notice shall be served on Magrathea no later than 28 days from the date on which the change comes into effect; or

9.4.2 on not less than thirteen months' notice for any other reason.

9.5 On termination of any end-user the Customer will provide BT with all reasonable assistance necessary to remove BT equipment from the Sites, disconnect any CPE and not dispose or use any BT equipment other than in accordance with BT's written instructions or authorisation.

9.6 In line with the Ofcom Code of Practice if a Supplier does not meet promised speeds and are unable to fix the problem an end user has a right to exit without penalty.

9.7 If the Customer terminates the contract or any Service for convenience they will pay all outstanding charges, including for any BT equipment.

10 PROTECTING INFORMATION: INTELLECTUAL PROPERTY RIGHTS & DATA PROTECTION

10.1 The Customer shall not make use of or permit anyone else to make use of the BT Corporate Marks or the BT name or any element thereof either alone or in combination with another word or device mark, nor any other brand, get-up or trade mark of BT or its affiliated companies, where such use constitutes or would constitute an infringement of BT's registered trade mark or common law rights. However, nothing in this clause prohibits the Customer from making legitimate use of the BT name or any other trade mark of BT whether in the form of factual statements or in accordance with the terms of Section 10(6) of the UK Trade Marks Act, 1994 or in any other way which does not constitute an infringement of BT's registered trade mark or common law rights.

10.2 This contract is subject to the TSA - Annex Data Protection

11. LIMITATION OF LIABILITY

11.1 Subject to Clause 11.2 of the TSA Magrathea accepts no liability for any third-party loss, expense or charge incurred by the Customer or any End User in respect of provision of the Product.

12. THIS SCHEDULE TO PREVAIL

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- 12.1 If there is any inconsistency between the provisions of this Schedule, the TSA, the provisions of this Schedule shall prevail.

Customer Signature:

Name:

Title:

Company Name:

Date:

Magrathea Signature:

Name:

Title:

Date: