



ITVET Limited

EFM

Terms & Conditions

Schedule 2 – EFM Service Terms & Conditions

1. Preamble

1.1. These EFM Service Terms & Conditions provide the agreed conditions of the Customer utilising the EFM Service. These EFM Service Terms & Conditions apply solely to the EFM Service. Upon a POS being agreed between the Parties, these EFM Service Terms & Conditions shall be incorporated into the Agreement.

2. Definitions

2.1. In these Service Terms & Conditions the following terms and phrases shall have the following meanings:

“Agreement”	means the agreed terms and conditions of business between the Customer and ITVET
“A End”	Means the first of the Termination Site locations for the EFM Service.
“B End”	Means the second of the Termination Site locations for the EFM Service.
“Best Industry Practice”	Means in relation to any undertakings or circumstances, the exercise of all the skill, care and performance that would be expected in those circumstances from a person skilled, trained and experienced in that undertaking.
“ITVET”	Means ITVET LTD whose principle place of business is ITVET House, 93 London Road Bishops Stortford CM23 3DT
“Colocation”	Means the act of situating multiple related items, with multiple owners, in a single location.
“Connection Notice”	Means the formal notice of a Service being ready for Customer use and the beginning of the Service Commencement Date.
“Customer”	Means (client name).
“Customer Equipment”	Means any equipment used in conjunction with the Service as provided by the Customer.
“EFM”	Means Ethernet First Mile which is a symmetric telecommunication link provided on a copper connection between two or more points for the purpose of delivering Connectivity.
“ETF”	Means Early Termination Fees which are billed to the Customer for the premature termination of Services prior to the end of the Initial Term or any Subsequent Term.
“Excess Survey Fees”	means any additional Fees above that which has been quoted by ITVET (as advised to ITVET by the Provider upon completion of the Site Survey) that the Customer shall automatically incur sub of £100 per copper connection) or need to authorise above £100 per copper connection for the order to proceed.

“Fees”	Means any amount billed to the Customer for the provision of a Service, Support Service or Excess Usage.
“Force Majeure Event”	means any cause beyond a Party’s reasonable control affecting the performance of its obligations hereunder, including but not limited to fire, flood, explosion, accident, act of terrorism, war or warlike operations, strike, embargo, acts of any governmental authority (including refusal or revocation of any licence or consent), Act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, inability to secure materials and industrial disputes (excluding disputes involving the employees of either Party).
“Initial Term”	Means the minimum contracted period of a Service, as defined within the SOF as measured from the Service Commencement Date.
“IP Transit”	means the act of passing IP traffic from one location to another via a layer 2 or layer 3 connection as measured in Mbps.
“Office Hours”	means Monday – Friday during the hours of 8am – 6:00pm
“OCP”	Means the Order Confirmation Period of 10 days which shall only take effect and commence upon ITVET confirming to the Customer a requirement for Excess Survey Fees.
“Parties”	Means ITVET and the Customer.
“Provider”	Means a third party Service provider (these may include but are not limited to BT, Virgin Media or TALKTALK).
“Service”	Means the provision of a product or communication/data Services as described in the Service Details section of the SOF.
“Service Commencement Date”	means the date from when the beginning of the Initial Term is measured
“Service Credit”	Means a credit applied to the Customer’s account in respect of an event of an unexcused failure by ITVET to achieve the SLA’s, as defined in Annex A of the applicable Service Terms & Conditions.
“Service Equipment”	Means any equipment provided to the Customer for the purpose of delivering a Service to the Customer.
“Service Outage”	Means a period of time in which an active Service, provided by ITVET to the Customer, is unavailable in such a manner as defined in the applicable Service Terms & Conditions.
“Service Term”	Means the Initial Term and any active Subsequent Term in which ITVET provides a Service to the Customer.
“Service Terms & Conditions”	Means the terms and conditions that form part of this Agreement that apply solely to the uptake of the applicable Service
“SLA”	Means Service Level Agreement as defined within Annex A of the applicable Service Terms & Conditions.
“Support Services”	Means Services that are provide by ITVET or its representatives in support to a Service that is being delivered.
“Termination Notice Period”	means the minimum period of time that ITVET or the Customer must provide to the other Party prior to the end of the Initial Term or any active Subsequent Term in order to conclude the Services at the end of the Service Term, as defined in the

3. Service Provision

3.1. EFM Service provision is subject to quotation by ITVET and Site Survey by the Provider.

3.2. ITVET guarantee the specific speeds of service which will be confirmed in writing prior to order

4. Service Fees

4.1. All Fees quoted and provided by ITVET relating to EFM Service are subject to amendment upon completion of the Site Survey as advised to the Customer byITVET.

5. Site Surveys and Excess Survey Fees

5.1. Upon ITVET accepting an order for a EFM Service, ITVET shall engage the Provider who will subsequently perform a Site Survey.

5.2. Upon receipt of the Site Survey, ITVET shall advise the Customer as to whether the Provider has provided any Excess Survey Fees.

5.4. If, upon completion of the Site Survey, the Provider confirms to ITVET that there is no requirement to apply Excess Survey Fees in relation to the EFM, the order shall continue to be processed. For the avoidance doubt, if ITVET has not advised the Customer of Excess Survey Fees, the Customer may not terminate the EFM order.

5.5. In the event that ITVET confirms a requirement to apply Excess Survey Fees to the Customer's EFM order above the value of £100 per copper connection, the Customer will be required to provide written notification of their acceptance of the Excess Survey Fees. Until such point where the Customer provides written notification, the EFM order shall be suspended. Should no confirmation of the Customer's intent to accept the Excess Survey Fees be received, ITVET shall accept such tacit response as the Customer's intent to cancel the EFM order. Should the Customer cancel the EFM order no fees shall be incurred.

6. Estimated Delivery Dates

6.1. EFM Service delivery dates are subject to that of the Provider. ITVET shall use all reasonable efforts to advise the Customer as to any amendments to the estimated delivery date but accepts no liability for any delay or postponement for the provision of EFM Services.

6.2. Any estimated delivery dates provided by ITVET in relation to the EFM Service shall commence upon completion of the Site Survey, where applicable acceptance by the Customer of the Excess Survey Fees and completion of wayleave authorisation.

7. Wayleave

7.1. The Customer hereby irrevocably gives permission to ITVET and its employees, agents or contractors with reasonable notice at such times to:

- a) execute any works on the Termination Site(s) for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Service Equipment; and
- b) keep and operate the Service Equipment installed on, under or over the Property; and
- c) enter the Property to inspect any of the Service Equipment kept on, under or over the Property or elsewhere for the purpose of the EFM Service delivery.

7.2. ITVET agrees with the Customer to cause as little disturbance, damage and inconvenience as reasonably possible when exercising any of its rights under this permission.

7.3. The Customer agrees not to do or allow anything to be done to the Property that may cause damage to, or interfere with, the Service Equipment or prevent reasonable access to it.

7.4. The Customer warrants that:

- a) it is the current occupier of the Termination Site; and
- b) that its occupancy of the Termination Site does not expire prior to the end of the Initial Term; and
- c) the Customer shall procure and/or continue, throughout the term of this Agreement, all site related permissions and approvals necessary for ITVET to deliver, install and maintain the Equipment for the provision of the Ethernet Services and Connection(s).

8. Service Suspension

8.1. In the event that a Customer account becomes overdue for payment, ITVET shall serve a 7 day period disconnection notice. ITVET reserves the right to lock the Customer's account and deny access to Customer's Equipment should payment not be received by ITVET within the 7 day period.

8.2. ITVET reserves the right to suspend any use of or connection to a provided Service should the Customer account become more than 14 days overdue.

8.3. Where a disconnection of Service has occurred as a result of a Customer's breach of the payments terms, a reinstatement/reconnection Fee of £195 will be applied to the Customer account, which the Customer shall be required to pay in full, in addition to full payment of the of all properly due amounts on the account prior to access or reconnection to the Customer's Service being granted.

8.4. Pursuant of Clauses 12 and 12.2 the Customer shall have 7 days to comply with any reasonable request provided by ITVET in writing to the Customer. Failure to adhere to this Clause 8.4 shall result in a suspension of Service.

9. Maintenance

9.1. If the Customer detects any defect or impairment in the operation or performance of the EFM Service delivery, it shall notify ITVET of the nature of such defect or impairment. ITVET shall respond in accordance to the SLA after such notification and shall make the necessary corrections to the Service or Service Equipment in accordance with the SLA.

9.2. If ITVET detects any defect or impairment in the operation or performance of the Customer Equipment, it shall notify the Customer of the nature of such defect or impairment. The Customer shall follow ITVET's reasonable instructions to amend the defect or impairment.

9.3. ITVET will be entitled to charge the Customer and the Customer will pay Fees at ITVET's then current reasonable charging rates to the extent that the need for any maintenance results from any one or more of the following:

a) misuse or neglect of, or accidental or wilful damage to the Service Equipment or facility where such misuse, neglect or damage occurs as a result of Customer action in inaction; or

b) failure by the Customer to comply with any of the provisions of this Agreement;
PROVIDED THAT, in the case of any event referred to in Clause 9.2, ITVET shall have given the Customer reasonable written notice of its intention to charge such Fee.

9.4. If a Customer prevents or delays the performance of maintenance due to the Customers action or inaction, ITVET shall have the right to charge to the Customer all reasonable costs incurred by such delay or prevention.

9.5. ITVET may suspend the Service from time to time for necessary technical reasons and (including without limitation, Service Equipment upgrades or Service degradation mitigation) without invalidating its SLA provided that 3 days' notice is provided and the period of suspension does not exceed more than 1 hour.

9.6. ITVET may suspend the Service from time to time for necessary technical reasons and (including without limitation, Service Equipment upgrades or Service degradation mitigation) without invalidating its SLA provided that 5 days' notice is provided and the period of suspension, although potentially greater than 1 hour, does not become unreasonable.

9.7. ITVET may suspend the Service with immediate effect and without prior notification in the unlikely event of an emergency. Any emergency maintenance shall only be performed if ITVET, acting in good faith and using Best Industry Practise, establishes an immediate danger to any of the following:

a) the Customer or it employees, any ITVET employee or any third party; or

b) Customer Equipment or Service Equipment; or

c) a Colocation facility (inclusive of any related facility equipment); or

d) a Force Majeure Event.

10. Service Outages and Excused Outages

10.1. In the event that ITVET is required to suspend a Service for the reasons described under Clause 8 and Clause 10.4, such period shall be deemed as an Excused Outage.

10.2. In the event that ITVET is required to suspend the Service for the reasons described under Clauses 9.5, 9.6 or 9.7, such period shall be deemed as an Excused Outage under the proviso that ITVET shall endeavour to use all reasonable opportunities to mitigate any downtime that the Customer may experience.

10.3. Should the Customer suffer a failure of Service delivery which is attributable in part or solely due to the actions or inactions of the Customer, the period shall be deemed as an Excused Outage.

10.4. ITVET shall not be liable for any Service Outages outside of its reasonable control (including without limitation, fibre cuts, acts or omissions of the Provider, unless specifically included within the Providers SLA to ITVET).

11. Termination of Services

11.1. The Termination Notice Period for any EFM Service is no less than 90 days prior to the end of the Initial Term or any Subsequent Term.

11.2. Should either Party wish to terminate a EFM Service it must provide written notification of its intent to the other Party. Such notification must be provided in accordance with Clause 11.1.

11.3. If neither Party provides notice to the other of its intent to terminate the EFM Service in accordance with Clause 11.1, it shall be accepted as a tacit response on behalf of both Parties of their intent to extend the Service Term by a 12 months period

11.4. Upon notice of termination of the EFM Service, ITVET shall issue to the Customer a final invoice for all outstanding amounts. The Customer shall make immediate payment of the invoice.

12. Miscellaneous

12.1. The Customer warrants that it shall ensure that any Customer Equipment connected to the Service Equipment or the ITVET network shall comply with all relevant legislation, standards and licence requirements and shall be in good working order and suitable for the purposes for which it will be used in relation to ITVET Services. ITVET reserves the right to disconnect any Customer Equipment which is not compliant with any legal or regulatory requirements or is liable to cause death or personal injury or to cause damage to or to impair the Service Equipment. The Customer shall indemnify, defend and hold ITVET harmless from any liability incurred as a result of its failure to comply with this Clause 12.

12.2. The Customer warrants and undertakes that it:

- a) shall house any Service Equipment in accordance with ITVET's reasonable instructions as may be given from time to time;
- b) shall not move, modify, relocate or in any way interfere with the Service Equipment;
- c) shall not cause the Service Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of ITVET;
- d) shall not remove, tamper with or obliterate any words or labels on the Service Equipment;
- e) shall not create or allow any charges, liens, pledges or other encumbrances whatsoever to be placed on the Service Equipment. Title to the Service Equipment shall at all times belong and remain with ITVET or the relevant ITVET Affiliate;
- f) shall not use the Service Equipment except in accordance with such reasonable written instructions, as ITVET may from time to time give;
- g) shall not dispose of the Service Equipment other than in accordance with ITVET's written instructions or authorisation;
- h) shall not use Service Equipment beyond the capacity that it has been provided under the SOF or supporting documentation.

12.3. The Customer shall ensure that it provides all relevant contact details requested under Annex E.

12.4. The Customer shall grant or shall procure the grant to ITVET of all licences, waivers or consents necessary to permit ITVET to install or setup the Customer's EFM Service which may require access to the Customer Equipment.

12.5. The Customer shall provide to ITVET all reasonable information required for ITVET to perform its obligations under this Agreement. The Customer shall ensure that any information that is given to ITVET is accurate in all material respects.

13. IP Addresses

13.1. ITVET may assign to the Customer IP addresses as part of the provision of Services. Such IP addresses shall (upon ITVET's request and to the extent permitted by law) revert to ITVET after termination of the Customer's Service, whereupon the Customer shall cease using such addresses. At any time after such termination, ITVET may re-assign such addresses to another user or Customer.

13.2. All IP addresses requested by the Customer shall be accompanied with a Ripe IP Justification Form as provided by ITVET from time to time.

2. Responses Times

2.1. ITVET shall use all reasonable endeavours to respond to Customer tickets raised via the ITVET service desk within the SLA set out below:

Service	Priority	Problem	Response Time (Office Hours)	Response Time (Out of Office Hours)
EFM	1	Complete loss of connectivity - unable to send and/or receive traffic	30 minutes	2 hours
	2	General packet loss or increased latency	1 hour	N/A
	3	Limited, destination-specific packet loss or latency	8 hours	N/A
	4	IP-related configuration change request	24 hours	N/A