

## SCHEDULE 3.2 – INTERNET SERVICES

1. **APPLICATION**
  - 1.1 This Schedule contains a description of Internet Services form part of the Agreement between the Parties for the provision of Services, together with the **General Conditions** and the documents referred to in clause 1.4 (where applicable).
  - 1.2 Definitions and interpretations that are specific to this Schedule 3.2 are set out in **Annex 1** and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the **General Conditions**.
2. **SERVICE DESCRIPTION**

**INTERNET SERVICES**

  - 2.1 The Supplier will provide the Customer with access to the Internet Services as set out in the applicable **Order**. The Supplier will provide and manage the Internet Services as set out in paragraph 4 of this schedule and as set out in the **Order**, up to the Hub or, if the Customer does not use a Hub, up to the Network Terminating Unit (**Internet Support Boundary**).
  - 2.2 The Supplier has no responsibility for the Internet Service outside of the Internet Support Boundary.
  - 2.3 The Supplier makes no representations, whether express or implied, about whether the Internet Services will operate in combination with any Customer Equipment or other equipment and software.
3. **CUSTOMER OBLIGATIONS**
  - 3.1 Before the Commencement Date and where applicable, during the Term of this Agreement, the Customer shall ensure that:
    - 3.1.1 any Equipment that is connected to or is used directly or indirectly in relation to the Internet Services is:
      - (a) connected only by using the Networking Terminating Unit or Hub;
      - (b) technically compatible with the Internet Services; and
      - (c) will not harm or damage the Equipment, Network or any network or equipment of the Third-Party Supplier or third-party;
    - 3.1.2 there is adequate resilience in place to protect against loss of data, service or connectivity, including appropriate secure and continuous power supply;
    - 3.1.3 procures and maintains all internal cabling;
    - 3.1.4 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of End User's access to the Internet Service(s); and
    - 3.1.5 maintain a written list of current End User's.
  - 3.2 On and from the Commencement Date, the Customer shall ensure the security and proper use of all valid End User access profiles, passwords and other systems administration information used in connection with the Internet Service(s) and shall:
    - 3.2.1 inform the Supplier immediately if an End User ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
    - 3.2.2 take all reasonable steps to prevent unauthorised access to the Internet Service(s);
    - 3.2.3 satisfy the Supplier's security checks if a password is lost or forgotten; and
    - 3.2.4 change all passwords or other systems administration information used in connection with the Internet
4. **SERVICE CONDITIONS**

**BROADBAND**

  - 4.1 The Supplier shall provide Broadband Services via a Customer's pre-existing Access Line(s), a dedicated fibre connection (e.g. FTTP) or a single-order broadband product that includes an integrated access line (e.g. SoADSL) up to the Internet Support Boundary.
  - 4.2 The Customer's Access Line(s) may be provided by the Supplier or by a Third-Party Supplier. The Customer must be the account holder or have written authority from the account holder to use the Access Line(s) for the Broadband Services.
  - 4.3 Where the Customer ceases to have an Access Line(s) for whatever reason, the Broadband Service will automatically cease, and the Customer may be liable for Termination Charges.

**ETHERNET**

  - 4.4 The Supplier shall provide Ethernet Services using a suitable access circuit, which may include EFM, EoSOGEA, EoFTTP, Leased Line, or other access technologies, depending on availability and technical requirements.
  - 4.5 The Customer's dedicated access connection shall be provided by the Supplier, which is necessary for the provision of the Ethernet Service and to meet the minimum technical requirements required.

**BANDWIDTHS**

  - 4.6 The achievable Bandwidths and throughput of Copper Based and Part-Fibre Based Broadband Services are subject to the quality and distance from the exchange of the Access Line and other factors outside of the Supplier's reasonable control. Therefore, the Supplier cannot guarantee that the Access Line can support the prioritised upstream and minimum downstream Bandwidths specified on the Supplier's website.
  - 4.7 The Customer may request a change in the Bandwidth supplied, subject to the limits of any Bandwidth Flex. Any Bandwidth Flex will be chargeable and will operate for a minimum period, subject to specific Internet Services.
  - 4.8 The following limitations apply to any Customer Sites connected to the Network by a third-party Ethernet access circuit using Ethernet technology:
    - 4.8.1 100Mbps, 1000Mbps, and 10Gbps Ethernet access circuit bandwidths may be reduced by up to 3Mbps in some circumstances, due to the underlying technology used to deliver the Service; and
    - 4.8.2 where dual access is provided using third party access circuits, the Supplier cannot guarantee end-to-end diversity of the Access Circuits.

**USE OF INTERNET SERVICES**

  - 4.9 The Customer acknowledges and agrees that:
    - 4.9.1 use of Internet Services is at the Customer's own risk and subject to any Applicable Laws;
    - 4.9.2 the Supplier shall not be liable for any loss or damage arising from any virus, trojan horse, spam or other malicious content that the Customer may receive whilst using Internet Services notwithstanding that there may be a firewall contained in the Ancillary Equipment;
    - 4.9.3 the Supplier and/or its Third-Party Supplier may take action to manage performance of the Network during periods where there is high demand, such actions may

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- include line speed reductions/applications and protocol management;
- 4.9.4 except for IP Addresses expressly registered in the Customer's name, all IP Addresses and Domain Names made available with Internet Services will remain at all times the property of the Supplier or the Third-Party Supplier and shall be non-transferrable;
- 4.9.5 all rights to use IP Addresses or Domain Names will cease on termination or expiration of the Internet Service;
- 4.9.6 the Supplier does not ensure that any requested Domain Name is available from or approved for use by the applicable regional Internet registry and the Supplier has no liability for any failure in the Domain Name registration, transfer or renewal process;
- 4.9.7 all fees associated with registration and maintenance of a Domain Name will be the Customer's responsibility and the Customer shall reimburse the Supplier for any and all fees paid to any applicable regional Internet registry and thereafter pay such fees directly to the applicable regional Internet registry;
- 4.9.8 the Supplier may take any reasonable measures or actions (including virus screening technology) necessary to block access to or delivery of any email which appears to be of an unsolicited nature or part of a bulk email transmission to prevent spam from entering or affecting the operation of the Supplier's business systems;
- 4.9.9 if the Supplier considers the Customer's usage profile to be outside of its Fair Use Policy, abnormal or out of the ordinary, the Supplier shall have the right to take such action as the Supplier deems reasonably appropriate, which shall include, without limitation, restricting or suspending use of the Internet Services or increasing the Charges for the provision of the Internet Services; and
- 4.9.10 where the Broadband Service is being used as a back-up service to the Internet Services, the Access Line must be located within 2 meters of the Network Terminating Equipment or Hub.
- 4.9.11 the Third-Party Supplier may Black Hole traffic to affected Services in response to a distributed-denial-of-service ("DDOS") attack if;
- (a) there is an attack on the Third-Party Supplier IP backbone that is affecting the Service at one or more Customer Sites;
- (b) the Third-Party Supplier believes that there is a reasonable danger of congestion on the Service; and
- (c) Black Hole data will be lost and is not recoverable either during or following an occurrence of a denial-of-service ("DOS") or DDoS attack. Neither the Supplier nor the Third-Party Supplier is responsible for any loss of data, loss of use or other loss arising from Black Holing.
- 4.9.12 where the Customer using the Internet Services in conjunction with a calls service using the internet, the Customer shall make End Users accessing the Service via a soft client aware that the Supplier may be unable to automatically determine their location if they make an emergency services call using the Services.
- procedure for Service Faults together with its Service Fault Targets.
- 4.11 Service Levels specific to the Internet Services and in addition to those set forth in paragraph 4.10 above (if any) shall be set forth in paragraph 7 below and where there is a conflict between **Schedule 4.1 (Fault Management Connectivity)** and paragraph 7, the latter shall prevail.

### 5. CHARGES AND PAYMENT

- 5.1 This paragraph is supplemental to clause 6 of the **General Conditions** and in the event of express conflict this paragraph 5 shall take precedence. The Supplier shall invoice the Customer for the Charges for the Internet Services as set out in paragraph 5.2 in the amounts specified in any **Order** and as varied pursuant to the Agreement.
- 5.2 Unless stated otherwise in an applicable **Order**, the Supplier shall invoice the Customer monthly (depending on billing period) for:
- 5.2.1 Installation Charges, on or after the Commencement Date for any work carried out
- 5.2.2 Recurring Charges, except Usage Charges in advance on the first day of the relevant billing period (for any period where the Internet Service is provided for less than the relevant billing period, the Recurring Charges will be calculated on a daily basis);
- 5.2.3 Usage Charges, in arrears on the first day of the relevant billing period, calculated at the then current rates;
- 5.2.4 any Charges for Hardware, which shall apply from the date of delivery of such Hardware;
- 5.2.5 any Termination Charges upon termination of the Internet Service.
- 5.3 The Supplier may also invoice for the following Charges in addition to those set out in the **Order**;
- 5.3.1 investigating a Service Fault where no Service Fault is found or is caused by something which the Supplier is not responsible for under this Agreement;
- 5.3.2 commissioning the Internet Service outside of Normal Working Hours;
- 5.3.3 restoring the Internet Service if the Internet Service has been suspended in accordance with clause 7 of the **General Conditions**;
- 5.3.4 cancelling Internet Service in accordance with clause 8 of the **General Conditions**; and
- 5.3.5 any other charges set out in the Order or the Tariffs or as otherwise agreed; and including but not limited to charges for (i) providing paper invoices, (ii) late payment fees (iii) dishonoured payments and (iv) payment processing fees.

### 6. TERMINATION

- 6.1 This paragraph 6 is supplemental to clause 2 and 8 of the **General Conditions** and in the event this paragraph 6 conflicts with clause 2 and 8 of the **General Conditions**, this paragraph shall take precedence.
- 6.2 The Customer may terminate the Ethernet Services by giving the Supplier not less than ninety (90) days and no more than one hundred and twenty (120) days written notice for convenience before the end of the Minimum Term or Successive Term.

### SERVICE FAULTS

- 4.10 The Supplier shall provide and manage the Internet Services in accordance with **Schedule 4.1 (Fault Management Connectivity)**, which sets out the Supplier's notification

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<b>Enhanced Care</b>	20 (clock hours)	24 (clock hours)
<b>Prompt Care</b>	7 (clock hours)	7 (clock hours)

6.3 Where a Customer is a Microenterprise or Small Enterprise Customer or a Non-for-Profit Customer, upon expiry of the Minimum Term, the Minimum Term shall not automatically renew pursuant to clause 2.1 of the **General Conditions**. The Agreement shall continue until such time such Customer provides not less than thirty (30) days' notice to terminate the Agreement save that where the Agreement relates to Ethernet Services the Customer shall be required to provide not less than ninety (90) days written notice to terminate. Use of the Internet Services following expiry of the Minimum Term will be subject to the Supplier's standard published Tariffs.

6.4 Where a Customer is a Microenterprise or Small Enterprise Customer or a Non-for-profit Customer, they shall have the additional right to terminate the Agreement in the following circumstances:

6.4.1 by giving the Supplier notice within thirty (30) days of the date the notice from the Supplier of proposed amendments to the Charges in accordance with clause 6.10 and/or 16.1 of the **General Conditions** is received and where such changes are likely to cause material detriment to the Customer; or

6.4.2 within the Transferring Period.

For the avoidance of doubt, the Customer shall not have a right to terminate the Agreement pursuant to clause 6.4.1 where the Supplier varies the Charges pursuant to paragraph 9.1 and/or 9.2.

6.5 Where the Supplier provides notice of proposed amendments to the Charges and/or the Agreement pursuant to clause 6.10 and/or 16.1 of the **General Conditions** and the Customer does not provide notice to terminate within thirty (30) days in accordance with paragraph 6.4.1, the Customer shall be deemed to have waived its right to terminate pursuant to paragraph 6.4.1. The Customer's continued use of the Services shall be deemed acceptance if such changes.

6.6 If a Customer terminates the Agreement pursuant to paragraph 6.3 or 6.4 above, the Customer shall not be liable for any Termination Charges.

6.7 NOTWITHSTANDING PARAGRAPH 6.4, THE CUSTOMER SHALL BE LIABLE TO PAY TERMINATION CHARGES TO THE SUPPLIER IN ACCORDANCE WITH CLAUSE 8.7 OF THE **GENERAL CONDITIONS**, WHERE THE AGREEMENT IS TERMINATED WITHIN THE MINIMUM TERM OR ANY SUCCESSIVE TERM.

6.8 A Cease Fee shall become payable when a Service is ceased. Where the Cease Fee is not stated in the Order, the Cease Fee payable will be the applicable Cease Fee stated in the Supplier's Tariff. Where the Service is ceased during a Minimum or Successive Term the Cease Fee shall be payable in addition to Termination Charges.

6.9 The Supplier may terminate this Agreement if the Supplier is unable to connect the Customer to the Internet Services, due to the Customer not meeting its obligations set forth in paragraph 3.1 or any circumstances which are outside of the Supplier's reasonable control.

### 7. SERVICE CARE LEVELS

7.1 The Supplier shall use reasonable endeavours to repair a Service Fault in accordance with the Service Care Level the Customer has purchased from the following options:

<b>BROADBAND</b>	<b>BT Target SLA</b>	<b>TTB Target SLA</b>
<b>Standard Care</b>	40 (clock hours)	48 (clock hours)

7.2 The Customer may upgrade its Service Care Level at an additional charge as set out in the Supplier's current **Tariffs**.

7.3 Where the Supplier fails to meet the applicable Service Care Level, the Customer may, subject to **Schedule 4.1 (Fault Management Connectivity)**, make a one-off claim for a Service Credit.

7.4 The Supplier's liability under this paragraph to pay Service Credits to the Customer shall be the maximum liability of the Supplier and the Customer's sole financial remedy for failure to meet Service Care Levels.

### 8. BROADBAND ASSURANCE

8.1 Where specified in the Order, the Supplier shall provide the Customer with Broadband Assurance as detailed in this paragraph 8. Broadband Assurance shall only apply to the Broadband Services as stated in the **Order** or as otherwise agreed by the Supplier.

8.2 Unless otherwise stated in the Order, the monthly Charges for Broadband Assurance are as stated in the Supplier's applicable **Tariffs**.

8.3 Broadband Assurance is an Additional Service. It can be terminated by the Customer giving the Supplier not less than 30 days and no more than 60 days written notice at any time during the Minimum Term or any Successive Term, and the Customer shall not be liable for Termination Charges.

#### FAULT MANAGEMENT

8.4 Chess will provide for Fault Management for one (1) Service Fault per calendar year which falls outside the Internet Support Boundary and in such circumstances the Customer shall not be liable for any charges imposed on to the Supplier by BT Openreach where no fault is found by Openreach or on any Openreach equipment.

8.5 Fault Management will be provided in accordance with Schedule 4.1 (**Fault Management Connectivity**).

8.6 The Customer must provide timely site access for engineers procured or engaged by the Supplier or BT Openreach in relation to the Service Fault.

8.7 The Customer must carry out the Supplier's prescribed Initial Checks when requested to do so and accepts that failure to do so will delay resolution of the Service Fault, and that the Service Fault Target shall not apply where the Supplier Initial Checks have not been completed as requested.

#### REPLACEMENT ROUTER

8.8 Where the Supplier provides Fault Management in accordance with **Schedule 4.1 (Fault Management)** in relation to a Service Fault and reasonably determines that the Customer's router has failed, the Supplier will dispatch a replacement router free of charge in accordance with paragraph 8.7 to 8.11 provided the Customer router is not a Draytek router.

8.9 The Customer must carry out the Supplier's prescribed Initial Checks when requested to do so and accepts that failure to do so will delay resolution of the Service Fault as Chess shall be unable to determine whether the router has failed.

8.10 The replacement router will be shipped to the Customer's installation address for the Internet Service the Service Fault

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- relates to for next business day delivery, provided the router request has been made by 3pm. Where a request was made after 3pm it will be deemed as having been received the following working day.
- 8.11 The replacement router will be a Supplier standard router and the Supplier shall not be obliged to provide the same make or model as the router being replaced. The make and model of the replacement router shall be entirely at the Supplier's discretion.
- 8.12 The Supplier will provide the replacement router with its standard configuration together with the router log on/WIFI credentials. Installation and any bespoke configuration of the replacement router is the responsibility of the Customer. Should the Customer request that the Supplier undertakes installation or bespoke configuration work, the Supplier will undertake the work requested and the Customer shall be liable for the Supplier's Charges for such work as detailed in its Tariffs.
- TEMPORARY 4G DISASTER RECOVERY ROUTER**
- 8.13 Where the Supplier provides Fault Management in accordance with **Schedule 4.1 (Fault Management)** in relation to a P1 Service Fault on the Broadband Service which has persisted for longer than 2 Working Days, the Supplier will provide, upon request, a 4G device free of charge in accordance with paragraph 8.13 to 8.26.
- 8.14 The 4G device is being provided on a temporary basis and for use pending resolution of the Service Fault only. The Customer is responsible for arranging the return of the 4G device once the Supplier determines the Service Fault resolved.
- 8.15 The Customer must carry out the Supplier's prescribed Initial Checks when requested to do so and accepts that failure to do so will delay establishing the cause of the Service Fault and may therefore cause delay in the provision of the 4G device.
- 8.16 The Supplier will offer the Customer temporary use of the 4G device where it has determined that the Service Fault is a P1 Service Fault, it relates to the Broadband Service and it remains unresolved for more than 2 Working Days. The 4G device will only be provided where the Customer responds to expressly request that the Supplier provides it.
- 8.17 The 4G device will be shipped to the Customer's installation address for the Internet Service the Service Fault relates to for next business day delivery, provided the router request has been made by 3pm. Where a request was made after 3pm it will be deemed as having been received the following working day.
- 8.18 The 4G device will be a Supplier standard 4G device and the Supplier shall not be obliged to provide the same make or model as the router being replaced. The make and model of the replacement router shall be entirely at the Supplier's discretion.
- 8.19 The Supplier will provide the 4G device with its standard 4G broadband configuration. Installation and any bespoke configuration of the replacement router is the responsibility of the Customer. Should the Customer request that the Supplier undertakes installation or bespoke configuration work, the Supplier will undertake the work requested and the Customer shall be liable for the Supplier's Charges for such work as detailed in its **Tariffs**.
- 8.20 The 4G device is provided with an unlimited inclusive data allowance which is included free of charge subject to the restrictions stated in paragraphs 8.20 to 8.22.
- 8.21 The following usage is deemed inappropriate usage and is strictly prohibited:
- 8.21.1 any usage outside normal commercial practices;
  - 8.21.2 any usage made via automated means;
  - 8.21.3 any usage that damages or impairs the hosting network;
  - 8.21.4 any usage which is considered fraudulent, abusive, illegal or a nuisance; and
  - 8.21.5 data usage where users regularly tether to 12 or more devices or have more than 25GB within a single billing period.
- 8.22 The Supplier may investigate usage to ascertain whether the Customer's usage is inappropriate as detailed in paragraph 8.20. If inappropriate usage is determined the Supplier reserves the right to restrict services, adjust services or terminate the service and request the return of the 4G device.
- 8.23 The Supplier does not allow the 4G device to be used in any equipment which enables routing of calls or data (including without limitation, text or picture messages) from fixed apparatus or standard devices to mobile equipment by establishing mobile to mobile call or transmission. Nor does it allow the use of any equipment which enables the sending of bulk SMS, voice or data services. The Supplier reserves the right to suspend services without notice should it believe that such equipment is being used. During suspension liability for any access charges or calls with rest with the Customer.
- 8.24 The Supplier does not offer any guarantees as to the availability or performance of the 4G device. The 4G coverage may be affected by a number of factors including the geographical area of the Customer site and the location of the 4G device at the Customer site. The 4G coverage is also dependent upon a number of other factors such as the number of users of the 4G service, maintenance and upgrades, faults from other networks, the weather or environmental factors.
- 8.25 Once the Supplier has determined that the Service Fault has been resolved and the Broadband Service restored, the Supplier will deactivate the 4G device provided. The Supplier will also contact the Customer to arrange the return of the 4G device.
- 8.26 Should the Customer fail to co-operate with arrangements to return the router following reasonable attempts by the Supplier to arrange its return, the Customer shall be liable to pay the Supplier the cost of the router as stated in the Supplier's Tariffs and the Supplier shall be entitled to invoice the Customer on that basis.
- 8.27 If the Customer wishes to retain the 4G device, the Customer will need to enter into an agreement with the Supplier for the ongoing supply of the 4G device.
- SERVICE UPGRADE**
- 8.28 The Supplier will, where requested by the Customer, provide a free of charge upgrade in relation to an existing Broadband Service to a FTTP, SoTAP or SoGEA service ("**New Product**") in accordance with paragraphs 8.28 to 8.36 below, provided the New Products are available at the Customer's site address. A free of charge upgrade does not apply if the Customer's existing Service is a New Product.
- 8.29 The service upgrade is subject to the Customer entering into an agreement with the Supplier for the New Product. The agreement for the provision of the New Product shall include a Minimum Term equal to the remaining Minimum Term of the existing agreement with the Customer relating to the provision of the Line and/or Broadband Service being replaced or 24 months, whichever is greater.

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- 8.30 The Supplier agrees to provide the New Product for the same Charges applicable to the existing Line and/or Broadband Services being provided under the existing agreement with the Customer. The Charges will therefore be the cumulative Charges of the Line and/or Broadband Services being replaced. Where the Supplier does not supply the existing line to the Customer, the Supplier will charge the Customer for the line in accordance with its **Tariffs** for the purposes of calculating the cumulative Charges.
- 8.31 The Supplier will provide the New Product with bandwidth which it reasonably determines to be comparable to the bandwidth of the existing Line and Broadband Service.
- 8.32 The Customer may request a New Product with higher bandwidth. The upgrade and router (where required) will remain free of charge; however, the Customer will be liable to pay Charges associated with the higher bandwidth New Product.
- 8.33 Where required, the Supplier will provide the Customer with a new router with its standard configuration free of charge. Installation and any bespoke configuration of the router is the responsibility of the Customer. Should the Customer request that the Supplier undertakes installation or bespoke configuration work, the Supplier will undertake the work requested and the Customer shall be liable for the Supplier's Charges for such work as detailed in its Tariffs.
- 8.34 Should the Customer wish to retain an existing Line in addition to taking a New Product, the existing Line will be included in the new agreement and the Charges will be equal to the Charges payable under the existing agreement with the Customer for that Line. For the avoidance of doubt, the Charges for the retained Line shall be in addition to the Charges applicable to the New Product as stated at paragraph 8.29.
- 8.35 Should the Customer require Voice Services for an existing retained Line or require Cloud Voice Service for use in conjunction with the New Product, the Customer must enter into an agreement with the Supplier for the provision Voice or Cloud Voice Services.
- 8.36 If the Customer terminates the new agreement for the New Product early for convenience or moves the Services during the Minimum Term of the new agreement, the Supplier has the right to charge the Customer the costs incurred in relation to the service upgrade as part of the Early Termination Charges payable by the Customer to the Supplier under the new agreement.
- 8.37 The Customer continues to have the option of entering into a new agreement for a New Product on different commercial terms than as stated in this paragraph 8, such as on longer Minimum Term, to obtain improved pricing.
- 9.1.2 for any Additional or Ancillary Services that do not form part of the main Service the Supplier shall be entitled to increase the Charges for these Services; and
- 9.1.3 where such changes are directly imposed or caused by the Applicable Law the Supplier shall be entitled to increase all or any relevant Charges.
- 9.2 The Supplier shall be entitled to make the following variations to provisions of the Services in accordance with the terms of this Agreement:
- 9.2.1 in the event of a Service being discontinued or no longer exists (including decommissioning of legacy services), the Supplier shall be entitled to move the Customer to a Service which is a better or equivalent service. A better or equivalent service shall be a service offering materially the same or better features as the features of the Service used by the Customer within the 6-month period prior to the transfer of the original Service to the new Service in the opinion of the Supplier acting reasonably.
- 9.2.2 variations triggered by technology developments including replacement of certain technologies, networks, hardware, software, applications, platforms, systems or processes or other similar features as well as changes to terms of supply offered by Third-Party Supplier or instructions provided by them where such changes result in offering equivalent or better experience (in the Supplier's reasonable opinion) to the Customer;
- 9.2.3 variations that are of genuinely administrative or technical nature and have no negative impact on the Customer in relation to the Services that they use under the Agreement including changing the terms of the Agreement to make it clearer or easier to understand or to update the Agreement from time to time so all customers are on the same conditions, or any other similar changes;
- 9.2.4 variations that are directly imposed or caused by the Applicable Law;
- 9.2.5 variations that are made at the request of the Customer;
- 9.2.6 variations that are clearly to the benefit of the Customer in terms of improving Service quality, the scope of Services or any other additional feature of Service provided for the same or lower Charge; and
- 9.2.7 place limits on use of Services, for example if you have committed an illegal act while using the Services, where the Supplier has the right to make such change under the AUP or any Applicable Law.

### 9. CHANGES

#### OTHER CHANGES

#### PERMITTED CHANGES

- 9.1 Save for where the Supplier has expressly agreed otherwise in writing, the Supplier shall be entitled to make the following variations to Charges:
- 9.1.1 in each calendar year, an increase to any and all Charges by a percentage equal to: i) the Retail Price Index ("**RPI**") rate figure published by the Office of National Statistics in January of that year (ignoring any negative figures), plus ii) 3.9%. The increase will be rounded to the nearest whole pence. If the RPI figure is negative, the Supplier will only increase charges by 3.9%. If the RPI Rate is not published for the given
- 9.3 The Supplier may also make changes to this Agreement, Services or Charges at any time in order to:
- 9.3.1 change the structure of the Services, charges or Equipment, for example, by changing the component parts of a Service;
- 9.3.2 change the Services, Charges or Equipment to maintain or improve the quality of the Service, or introduce a new Service;
- 9.3.3 change the amount payable for part of the Services, including without limitation additional services, for example where the Supplier has to pay a Third-Party Supplier increased charges for use of their

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- infrastructure or services above the limit stipulated in paragraph 9.1;
- 9.3.4 remove and/or replace some or all of the Equipment;
- 9.3.5 place limits on use of the Services (without prejudice to paragraph 9.3.7);
- 9.3.6 stop providing all or part of the Services, for example, if the Supplier cannot continue to provide a part of the Service at an address;
- 9.3.7 replace all or part of the Services with an alternative Service which is not equivalent to, or better than, the Services Customer originally purchased (“**Original Services**”) where the Original Services have been discontinued, decommissioned or are no longer available (without prejudice to paragraph 9.2.1); or
- 9.3.8 The Supplier may change the Agreement, Services or Charges for a reason other than those specified in paragraph 9.1 to 9.3 (inclusive).
- 9.4 If a change to Charges under paragraph 9.3 constitutes an increase to the Customer’s overall monthly invoice in any remaining month of the Minimum Term, the Customer may terminate the affected Service or the affected part of this Agreement by giving written notice, within 30 days of being notified of the change, such notice to be effective only if the Supplier cannot resolve the concern to the Customer’s reasonable satisfaction within 30 days of receipt of termination notice.
- 9.5 If a change under paragraph 9.3 has a negative impact on the Customer’s use of the Service (in the Supplier’s reasonable opinion) under the Agreement, the Customer may terminate the affected Service (or any Bundle, where applicable), Service Element or part of the Agreement by giving written notice to the Supplier, within 30 days of being notified of the change, such notice to be effective only if the Supplier cannot resolve the concern to the Customer’s reasonable satisfaction within 30 days of receipt of Customer’s termination notice. The Customer shall not be required to pay any Charges except for (i) any Charges payable up to the termination, and (ii) any remaining Charges or payments related to any Equipment that the Customer decides to retain.

### NOTICE OF CHANGE

- 9.6 Where the Supplier is making changes to Services under paragraph 9.1 or 9.2 (together, “**Permitted Changes**”), the Supplier shall not be obliged to provide Customer with any notice but will make reasonable efforts to do so. For the avoidance of doubt, Customer shall not be entitled to terminate the Agreement without paying Termination Charges if the Supplier exercises its right to make one or more Permitted Changes.
- 9.7 Where the Supplier is making a change to the Agreement, Services or Charges under paragraph 9.3, and such change results in the Customer having a right to terminate pursuant to paragraph 9.4 or 9.5, the Supplier shall provide Customer with as much advance notice of the change as practicable, but in any event, no less than 30 days’ notice prior to implementing the change (unless prevented from doing so because of Applicable Law, court order or any competent statutory or supervisory authority).
- 9.8 The Supplier will provide notice to the Customer pursuant to paragraph 9.6 and/or 9.7 by email, on the Customer’s invoice, the Chess Customer Portal and/or on its website [www.chessICT.co.uk](http://www.chessICT.co.uk).

## ANNEX 1 - DEFINITIONS

**Access Line** means a telecommunication circuit, usually an analogue line, required before an overlay Broadband Service such as ADSL, ADSL2+ and FTTC, SoADSL, SoGEA, and EoSOGEA can be delivered;

**Access Service** means services providing Internet connectivity via MPF, ADSL, FTTC, SoADSL, SoGEA, FTTP, EoSOGEA, EoFTTP, EFM and Leased Lines;

**ADSL** means symmetric digital subscriber line, which allows for higher downstream Bandwidth and lower upstream Bandwidth while enabling use of the same circuit for concurrent Voice Services;

**ADSL2+** means the ability to double the frequency over standard ADSL, and the potential downstream speed. The actual speed is subject to certain factors including quality of the line and distance from the exchange;

**Bandwidth** means the amount of data traffic measured in bps (bits per second) across the Internet;

**Black Hole** means to Black Hole traffic (aka Black Holing) is to drop that traffic before it reaches its destination. Typically purposely done to avoid Denial-of-Service attack at the destination.

**Broadband Service** means an internet Access Service including ADSL, ADSL2+, MPF, FTTC, FTTP, SoADSL and SoGEA available in a range of options;

**Domain Name** means a readable name on an Internet page that is linked to a numeric IP Address;

**EFM** means ethernet in the first mile which is an ethernet connection from the Customer's premises to the Network over Local Loop Unbundling bonded copper pairs;

**End User** means anyone who is permitted by the Customer to use or access the Internet Services;

**EoFTTC** means Ethernet over FTTC;

**EoFTTP** means Ethernet over FTTP

**EoSOGEA** means Ethernet over Single Order Generic Ethernet Access

**Ethernet Service** means a broadband internet technology, with high-speed data connectivity to cope with data-intensive applications such as multiple IP voice lines, VPN and LAN connectivity including EFM, EoFTTC, EoFTTP, EoSOGEA and Leased Lines available in a range of options;

**FTTC** means fibre to cabinet, which uses fibre infrastructure throughout the Network, including exchange to the cabinet, and then copper from cabinet to the premises which requires an Access Line;

**FTTP** means fibre to the premises, being a standalone connectivity technology which uses fibre infrastructure throughout the Network and from the exchange direct to the premises;

**General Conditions** means the Supplier's standard terms and conditions for the provision of the Services as set forth on the Supplier's website at <https://chessict.co.uk/legal/> and which forms part of this Agreement;

**Hub** means a router provided by the Supplier or Third-Party Supplier that is compatible with the Internet Service, which is Ancillary Equipment for the purposes of this Agreement;

**Installation Charges** means those Charges in relation to installation of the Internet Services or any Customer Equipment, Hardware or Ancillary Equipment as applicable;

**Internet** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide;

**Internet Protocol** or **IP** means a communication protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data;

**Internet Services** means the services set forth in this Schedule 3.2, including the provision of Broadband Services and Ethernet Services;

**IP Address** means a unique number on the Internet or a network card or controller that identifies a device and is visible by all other devices on the Internet;

**Leased Line** means a dedicated fixed bandwidth fibre connection from the customer's premises to the network;

**Local Loop Unbundling** means the regulatory process of allowing multiple Third-Party Supplier to use connections from the exchange to the Customer's premises;

**Network** means a Third-Party Supplier telecommunications and data network providing connectivity to the Internet Services;

**Network Terminating Equipment** means the Hub used to provide the Internet Services, either at the point of connection between the Network and the Access Line, or provided at the Sites for connection to the Network Terminating Unit;

**Network Terminating Unit** means the socket where the Customer's wiring, equipment or existing qualifying voice and data service is connected to the Network;

**PTSN** means the public switched telephone network;

**Recurring Charges** means the Charges for the Internet Services or applicable part of the Internet Services that are invoiced repeatedly in every billing period as set out in the Order and as subsequently varied pursuant to the terms of the Agreement (e.g. Broadband Services);

**Service Care Levels** means the repair options as set forth in paragraph 7;

**Service Fault and Service Fault Targets** have the meaning given to them in **Schedule 4.1 (Fault Management Connectivity)**;

**SoGEA** means Single Order Generic Ethernet Access being a connectivity technology based on a combination of fibre optic and copper cable and is provided without an associated PTSN Service;

**Termination Charge** means any compensatory charges payable by the Customer to the Supplier on termination of this Agreement in whole or part, in accordance with clause 8.7 of the **General Conditions** and as set out the **Order**, or if not specified, then an amount equal to 100% of the Recurring Charges for all remaining months of the Minimum Term, together with any waived one-off charges and/or Installation Charges;

**Transfer Period** means a period of 10 Working Days which starts after the Working Day on which notification has been given requesting a Line to be transferred to or from the Supplier;

**Usage Charges** means the Charges, if any for the Internet Services or applicable part of the Internet Services that are calculated by multiplying the volume of data that the Customer has used or incurred in a billing period with the relevant Tariff (e.g. data usage or data over usage);