Annex - Ethernet Services

31 Mark Simcoe Wed, Nov 21, 2018 Terms & Conditions 6498

Annex - Ethernet Services

Service Specific Terms and Conditions for Ethernet services provided by the Company

1. Definitions - additional to those in the Main Terms and Conditions
    a. "Ethernet", "Ethernet Connect" or "SuperFlex" means an Ethernet service delivered from an IC POP.
    b. "POP" means a Point of Presence where services are delivered from or via.
    c. "Customer Equipment" means any equipment, the property of the Customer or rented by the Customer from a third party, used by the Customer in order to use the Service.
    d. "Minimum Period" means the minimum period during which Service is provided as agreed during the ordering process with the Company.
    e. "Network" means a network over which service is provided.
    f. "Service" includes previously defined services with the addition of Internet connectivity.
    g. "Usage Charges" means the charges made by the Company to the Customer for use or the provision of the Service.
    h. "NTE" Network Termination Equipment, this is equipment supplied by IC or its nominated 3rd party contractors for connecting into the Network.
    i. "NOC" Network Operation Centre.
    j. "Etherflow" is the bandwidth purchased by the customer on a particular circuit.
    k. "Working Days" are days excluding weekends and public holidays.
    l. "CDR" or "Committed Data Rate" is the capacity specifically reserved through the network core either between connections or to the IP transit carrier / peering point within the IC network when used for IP Transit.
    m. "PDR" Peak Data Rate is the maximum speed as defined by the physical circuit supplied or the maximum capped rate purchased or Etherflow.
    n. “Connection Fee” the full list price charge for the connection.
    o. “Excess Construction Charges” (ECC or ECCs) cover the additional costs of either providing additional service or dealing with situations where the cost of providing service is more than the list price.

p. “Cancellation Fee” is a charge applicable to accepted orders which are cancelled before the service is installed. Cancellations due to Excess Construction Charges (ECCs) which are over and above any limit pre-authorised by the customer are excluded from this charge.

2. The Company will procure Service to the Customer as detailed on the order. The Company, or its principles may at time to time without notice vary the Service for technical, operational or other reasons within its entire discretion.
3. The Company will use reasonable endeavours to procure a continuous high quality Service in accordance with our SLA’s and the Customers chosen / purchased service levels.
4. The Company will use reasonable endeavours to report to its principles / engineering contractors any fault on the Network, which is reported to it by the Customer. The Company shall not be liable to the Customer for any losses incurred as a result of any interruption to the Service.
5. If a fault is caused by the Customer Equipment, by breach of this Agreement by the Customer, or by the Customer’s negligence, or if a fault occurs on the Customer’s premises or land, then the Company may recover all reasonable costs incurred from the Customer.
6. Missed appointments, in the event that a visit is required to the Customer’s premises for any reason an appointment will be advised, if this appointment is missed by the Customer then a missed appointment charge will be added to the Customer’s monthly bill to cover expenses incurred.
7. Where a fault is reported by the Customer and engineers are despatched to the Customer’s premises and the fault is determined to be within the Customers control and responsibility then the Customer accepts liability for the costs associated with the engineer call out at the current prevailing rate from either the Company or its chosen services provider. This charge will be automatically added to the Customer’s account and be collected during the next billing run.
8. The Company shall be entitled to suspend Service in order to maintain or improve the Network or if obliged to do so by virtue of any direction or request from any Government Department, Emergency Service, Regulatory or Administrative Authority, or by its principles, or for any other reason whatsoever. The Company will use reasonable endeavours to give the Customer notice of such suspension as reasonably practicable normally via the support section of the IC website.
9. The Customer undertakes to;
    a. Use the service in accordance with the reasonable instructions of the Company or its principles.
    b. Not to use the Service in any improper or unlawful manner or in any manner which may cause offence.

c. To allow the Company or its duly appointed agents access to the Customer's premises for the purposes of installation, programming and maintenance, or for any other reason whatsoever
d. To ensure that the Customer Equipment is in good working order and is maintained by a competent maintainer or service provider.
e. To use only IC approved Customer Equipment, all Customer Equipment must comply with all relevant legislation relating to its use from time to time.
f. To pay for all Service provided by the Company within the time limits and in the manner set out in our Main Terms and Conditions and be responsible for the usage of the Service, whether the use of the Service has been authorised by the Customer or not, and the customer agrees that the Company is not obliged to monitor the levels of usage and/or report on unusual usage patterns.
g. To inform the Company, giving at least 30 days written notice, of any changes in details of the Customer including change of address.
h. Not to in any way whatsoever modify the programming of the Customer Equipment where the Customer Equipment has been programmed by the Company.
i. Not to in any way whatsoever, cause calls to be routed over any networks, other than the Network without prior permission being granted by the Company.
j. At the Customers own expense, to terminate any existing contracts with alternative suppliers following the transfer of services to the Company which are similar or replaced by the Companies services.
k. Not to enter into any contracts with alternative suppliers to provide the Customer with services which are similar to the Service or intended replacements for the Service whilst still within the Minimum Term.
l. To comply with current UK legislation in the use of telecommunications services.
m. To ensure the supplied transmission equipment remains in a suitable environment and is not disturbed and remains powered from a suitable clean power source.

10. In order to supply the Service, NTE will be required to be installed at the customer's premises. This equipment remains the sole property of the Company and the Customer is responsible for the safe keeping of this equipment. Any NTE damaged / altered or removed either accidentally or on purpose will render the Customer liable for its replacement at RRP pricing as outlined by the Company from time to time.

11. The NTE is pre-programmed and locked down to the Company for the sole provision of the Service and the Company strictly prohibits tampering or attempted access by the Customer to this equipment. Any such attempts will be logged and reported to our NOC and the Service will be removed without warning and the equipment isolated to prevent damage. The Customer will be liable for re-instatement or removal of the NTE and any costs incurred as a result of taking such actions.
12. Cancellation
    a. Cancellation prior to delivery / installation
    Cancellations due to Excess Construction Charges (ECCs) over and above any limit pre-authorised by the customer are exempt from cancellation fees detailed below;
        i. Where IC is prevented from providing the service because the customer fails within a reasonable timescale, to provide essential information to the order or delivery of the service or unreasonably refuses entry to the customers premises or acts in a manner that prevents the order or installation being completed such acts will be deemed as cancellation of the order prior to installation and will be subject to a Cancellation Charge.
        ii. Where the Connection Fee has been subject to a special offer, reduction or free over term then the Connection Fee for the purpose of cancellation shall be full current list price before any offers.
        iii. For all fibre delivered orders (excluding FTTP which is listed in copper delivery below) placed on or after 1st July 2015 that are cancelled prior to service handover the following
        Cancellation Charge shall apply;
        Day 1 to Day 2 - 0% of Connection Fee
        Day 3 to 11 - 10% of Connection Fee
        Day 11 to 20 - 50% of Connection Fee
        After Day 20 - 100% of Connection Fee
        PLUS a Cancellation Fee of £1,500;
        PLUS any installation costs already incurred, up to the £2,800 installation allowance;
        PLUS any ECCs already incurred.
        iv. For all copper delivered orders (including EFM, FTTC & FTTP) placed on or after 1st July 2015 that are subsequently cancelled prior to service handover the following Cancellation Charge shall apply;
        More than 16 days before delivery - 0% of Connection Fee

13 - 15 days before delivery - 30% of Connection Fee
11 - 12 days before delivery - 60% of Connection Fee
7 - 10 days before delivery - 75% of Connection Fee
6 or less days before delivery - 90% of Connection Fee
PLUS a Cancellation Fee of £250

v. The full cost of any additional work e.g. admin, survey, duct, cabling and other associated and specifically incurred costs for the delivery of the order will be recovered in addition to the cancellation fee. Once installed the service passes the point-of-no-return and will be assumed to be delivered and then subject to normal cancellation periods and minimum term contracts.

b. Cancellation at the end of or any time following the minimum term
    i. To cancel any service following the minimum term of a contract for a service please submit in writing such notice, the minimum notice period is 90 days which shall commence upon written acceptance of the cancellation notice by IC.
    ii. For a complete cease of service then the order shall be initiated by IC with the relevant supplier for as soon as possible following the notice period and an engineer booked to remove the service. Service charges will apply until the date the Service is removed from the IC network.
c. Cancellation prior to completion of the minimum term
    i. As per end of term, a notice of 90 days in writing is required, upon receipt of such notice a final settlement calculation will be performed and a quote provided. Once the quote is accepted by the Customer, IC shall then commence the cancellation notice period, cancellation will be deemed complete when IC is in receipt of cleared funds settling the final account for the items / services being cancelled.
    ii. The following provides an indicative calculation for early termination fees based on a 36 month term;
        i. Cancellation within the first 18 months of the agreement
        Billed to end of 36 month term minus 7%
        ii. Cancellation within months 19-36
        Billed to end of 24 month term minus 12%
        iii. PLUS an administration charge of £250.
    iii. Where Hardware, Licences or Phone Lines are included within the contracts the actual percentage discounts may vary from those above or a early Buy Out and settlement may be offered instead.
d. In all cases of cancellation it should be noted that the Customer may

experience delays between the Service ceasing and any new Service or order being placed by the gaining provider while our Suppliers systems update and clear the cease orders.

13. Standard Lead Times for delivery

    The lead times quoted are for standard delivery where cabling and services are available at the intended installation location. Where additional network build is required these times will not apply. Where the planning activity / survey confirms that standard delivery is possible then the following shall apply;

Connection Type	**Lead Time** (working days)
- Fibre Standard, Protected or Diverse/+ (exc. 10Gb)	35 days
- Fibre 10Gb (Pre-forecasted by 60 days)	60 days*
- Etherway Copper	25 days
- Etherway Superfast GEA (FTTC)	10 days
Etherflow on existing Etherway	1 day

    * A 60 day lead time only applies where a forecast has been submitted 60 days prior to the order.

14. Service Level Agreement - Please see Annex - SLA & Service Credits

Appendix - Service Specific Features & Details

Class of Service

Standard Service - Default
Specifically designed for general Internet access and applications including hosted telephony and multi-site E-LAN for general connectivity. Where used in VLAN mode with multiple flows or sites oversubscription is permitted up to a maximum of 80% of the PDR for a total of all Etherflow CDRs.

Premium Service
Optimised to support highly delay-sensitive business applications where low end-to-end latency and jitter are required with minimal packet loss, only applicable for point-to-point connections across the same physical network core and not breaking out to the Internet.

No oversubscription is permitted by the Customer and 100% of the Etherflow will be deducted from the PDR available capacity.

Standard Service (Default)	CDR = 20% of Etherflow/PDR Standard traffic above CDR will be carried at risk of discard under congestion. Onl above the Etherflow/PDR rate will be policed out and discarded.
Premium Service	CDR = Etherflow/PDR Customer traffic above the Etherflow/PDR will be policed out and discarded.

Access

There are many access options based on several physical delivery methods:

Fibre	• 100BaseT • 1000Base-SX • 1000Base-LX • 10000Base-LR
Copper (EFM) (Single or Bonded copper pairs)	• 10BaseT
Etherway (Superfast) GEA (Fibre/Copper)	• 10/100BaseT (FTTC) • 10/100/1000BaseT (FTTP)

Document Revision 1.1 - 20-10-2015

Online URL: https://kb2.ic.uk/article.php?id=31