

1. SERVICE DESCRIPTION

Service Overview

1.1 The Service provides high speed network access in the United Kingdom to the internet, a range of internet Services, helpdesk services and applications, and will be provided to the Customer at the Site.

1.2 The Service may be ordered either by:-
(a) telephone (this does not apply to the activation only installation option) or via Mainstream's approved third party channels; or
(b) the Customer signing an order, customer requirement or other form which Mainstream provides to the Customer.

Service Start Date

1.3 Before Mainstream can be certain that it can provide the Customer with the Service, it needs to successfully complete a line test and survey. If the line test and survey reveal that Mainstream cannot provide the Service to the Customer, Mainstream will notify the Customer as soon as possible and the Service will be cancelled immediately without liability to either party. All delivery dates advised are provisional and are not guaranteed.

1.4 Mainstream will advise the Customer of the date the Service will be activated.

Minimum Period

1.5 The Service will have a Minimum Period of 12, 24, 36 or 60 months from the Service Start Date depending upon the Minimum Period that the Customer agrees to when it applies for the Service.

2. SERVICE LEVELS

Fault Repair

2.1 Mainstream will repair all reported faults as soon as it reasonably can.

2.2 Mainstream's hours of work for fault repair are Monday to Friday 0900 to 1700 excluding bank holidays.

3. RESPONSIBILITIES OF THE CUSTOMER AND MAINSTREAM

General

3.1 The Customer will need a Mainstream or BT enabled phone line. This phone line may be provided by Mainstream or BT. The Customer needs to be the account holder or have the written authority from the account holder to use the phone line for the Service.

3.2 The Customer will need to provide a suitable location (including adequate ventilation) at the Site for any Mainstream Equipment and Customer Equipment.

3.3 The Customer must access the Service through the software provided by Mainstream or in an alternative way permitted by Mainstream, and the Customer must not attempt to circumvent any security measures in the Service.

3.4 The Customer must provide Mainstream with access at the time that the parties agree for the appointment. If the Mainstream engineer is unable to gain access at this time to the Site, Mainstream reserves the right to charge the Customer for an abortive site visit.

3.5 Prior to the appointment date Mainstream will dispatch equipment to the Customer that is needed by Mainstream for connecting to the Service as part of its installation activities. Mainstream reserves the right to charge the Customer for an abortive site visit if Mainstream is delayed in its installation activities because the Customer fails to make such equipment available to Mainstream on arrival at the Site.

3.6 The Customer is responsible for taking appropriate steps to maintain and safeguard its IT system(s) through regular data back-up, running current antivirus software, installing an appropriate firewall and adopting other appropriate security or maintenance procedures;

4. CHARGES

General

4.1 The Customer must pay the charges for the Service and for any equipment that it purchases from Mainstream. These charges are set out in the Charges Schedule.

4.2 Any credits to be applied to the Customer's bill will be applied by Mainstream in arrears.

4.3 If the Customer does not notify Mainstream of an address to which bills may be sent, Mainstream will send the bills to the installation address for the Service.

4.4 Payment is due within 14 days of the date of Mainstream's bill.

4.5 If the Customer changes its service to a lower priced Mainstream Broadband service Mainstream will charge a downgrade fee which is set out in the Broadband Access Charges Schedule.

4.6 Unless otherwise agreed with the Customer, payment will be made by direct debit.

4.7 The abortive visit charge referred to in clause 3.4 above is set out in the Mainstream Disclaimer.

Service Cancellation terms and Charges before the service is provided

4.8 The cancellation charges referred to in clause 16.1 of the General Conditions for Service are for the cost of any work Mainstream has had to carry out and/or money Mainstream has spent in getting ready to provide the Service

Early Termination Charges

4.9 The termination charges are any subscription, rental, and any other recurring charges (including inclusive usage charges) for any remaining part of the Minimum Period.

Ending Service

4.10 If the Customer ends the Contract after the expiry of the Minimum Period and does not request and use a migration access code (MAC) or other recognised transfer process to move to another service provider, the Customer must pay a cease charge which is set out in the Broadband Access Charges Schedule. A cease charge will not be payable where the Customer moves to a new Site and Mainstream is unable to provide the Service at the new Site.

5. ADDITIONAL CONDITIONS

Temporary loss of service

5.1 During activation of the Service, the Customer may experience a temporary loss in its telephone service. This is because the Customer's existing connection needs to be replaced to allow it to access the Service.

5.2 Where a Customer re-grades from one broadband service to another broadband service the Customer will experience interruption to the Service. This is because of the installation activities which need to be undertaken.

5.3 If the Customer does wish Mainstream to connect its computer to the Service at the Site, Mainstream can offer installation at an agreed charge.

Fibre Broadband

5.4 At the time of order placement Mainstream will make an appointment with the Customer for installation and configuration of the Service at the Site.

Appointments for installation are available between 08:00 and 18:00 on Working Days and are provided on the basis of a two hour time-slot during which the engineer will arrive at the Site.

5.5 The Customer must provide Mainstream and its engineers with access at the time that the parties agree for the appointment.

5.6 Prior to the appointment date Mainstream will dispatch equipment to the Customer that is needed by Mainstream for connecting to the Service as part of its installation activities.

5.7 The equipment to provide fibre broadband is connected to the Customer's master telephone socket.

5.8 As part of the installation the engineer can connect one Customer computer to the

Service at an additional charge to prove the Service is working. The Customer must provide a computer with either a Windows or Mac operating system that:

(a) is fully operational at the time of the engineer visit (including free of viruses); and

(b) is located within close proximity to the Customer's connection point and has a power outlet for the Service.

5.9 Mainstream recommends that, prior to the visit to the Site to undertake installation of the Service, the Customer backs up any data stored on the Customer's computer. Mainstream accepts no responsibility for any data that may be lost.

5.10 If the Customer does not wish the engineer to connect its computer to the Service as set out above, the engineer's laptop will be used to prove the Service is working.

5.11 If the Customer chooses to connect its own equipment to fibre broadband instead of the Mainstream provided hardware, the Customer will need to reconnect the Mainstream provided hardware in the event of a service failure in order for Mainstream to undertake diagnostic activities.

Return of equipment

5.12 Mainstream may require the Customer to return to it if:-

(a) any equipment provided by Mainstream if the Contract is cancelled.

(b) any faulty equipment the Customer has been provided by Mainstream with equipment to replace faulty equipment, such equipment must be returned to Mainstream. If the Customer does not return the equipment to Mainstream within 14 days of receiving the new equipment, the Customer may be charged for the equipment. This charge may include the retail price of the equipment, postal charges and a reasonable administration charge.

5.13 The Customer is responsible pursuant to Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery and environmentally sound disposal of any equipment supplied under this Contract which has become waste electrical and electronic equipment. Mainstream and the Customer acknowledge that for the purposes of Regulation 9 this clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations.

Network management

5.14 Mainstream may take action to manage network performance during periods where there is high demand which may include line speed reductions, application and protocol management.

5.15 For customers on limited data allowances this allowance expires at the end of each calendar month and cannot be transferred to a subsequent month if unused. When Mainstream detect that a customer's circuit may exceed the monthly data allowance, ahead of the month end; the customer will be notified. If the Customer subsequently exceeds its allowance, Mainstream will charge the Customer for its extra usage as set out in the Broadband Access Charges Schedule, and suggest an upgrade to another Service option that is better suited to the Customer's usage.

5.16 The Customer acknowledges that Mainstream may, without notice, delete all e-mails from any e-mail account provided to the Customer as part of the Service if that e-mail account has not been accessed for over 12 months.

Static IP Addresses

5.17 If the Customer chooses to opt for a range of Static IP addresses provided by Mainstream:-

(a) an administrative charge may be applied to the Customer's account if it downgrades its IP status leading to a decrease in the rental charge;

(b) Mainstream is not responsible under the Contract for providing any technical or other support to the Customer's Local Area Network;

(c) 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;

(d) if the Contract is terminated for any reason the IP addresses will revert to Mainstream.

Web site(s)

5.18 Where the Service allows, the Customer may be able to set up its own web site(s) as part of the Service. If the Customer does so, the Customer:-

(a) is responsible for the material that it or anyone else puts on its web site(s);

(b) must include its contact details (e.g. email address) clearly on its web site(s);

(c) must ensure that material on its web site(s) and the use of it must not in any way be unlawful;

(d) must in particular ensure that all necessary licences and consents (including those from owners of copyrights, performing rights and any other relevant intellectual property rights) have been obtained.

Limits of Liability

5.19 Subject to clauses 10.2, 10.3 and 10.4 of the General Terms & Conditions for Service, the Customer and Mainstream accept liability to the other in contract, tort (including negligence), breach of statutory duty or otherwise for direct loss limited to:

(a) £1,000,000 for loss of or damage to physical property in any period of 12 consecutive months; and

(b) £500,000 for all other loss or damage arising from any one incident or series of connected incidents and £1,000,000 for all incidents in any period of 12 consecutive months.

Resale

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

Notices

5.21 In addition to the addresses stated in clause 18 (a) and (b) of the General Terms & Conditions for Service, notices may be delivered to the Customer at the primary email address that Mainstream provides to the Customer on registration for the Service.

5.22 Mainstream will also notify the Customer of any changes that Mainstream makes to the Contract under clause 14 of the General Terms & Conditions for Service at the primary email address that Mainstream provides to the Customer on registration for the Service.

6. DEFINITIONS

Definitions of the terms used in this Service Schedule are detailed in the Definition's document that can be found in Terms & Conditions at www.msdigital.com