

## **Connectivity Terms & Conditions**

### **General Terms**

1. Quotes are valid for 30 days. Prices are subject to VAT
2. Rental will be charged monthly in advance commencing as individual services go live.
3. Class will make arrangements for specified equipment to be sent to the Customer's business address shown above, unless otherwise advised. Delivery charges will apply.
4. Charges commence on the agreed date when the Customer takes delivery of the service or when migration has been implemented. Service charges are added to the customer's monthly Class invoice."
5. All invoices are subject to 30 day payment terms. Invoices paid late could be subject to interest and or suspension of services.
6. Each Class connection is personal to the Customer and may not be assigned to any third party.

### **Contract Term**

7. The Service commencement date is the date that items on the order schedule are made live at the network.
8. The Minimum Contract Term shall start from the Service Commencement Date.
9. Minimum contract term is as stated on the order schedule for Connectivity services and all associated services.
10. At the end of the specified contract term pricing reverts to Class Standard Pricing, as ruling at the time, to all relevant services or until new commitment pricing is agreed.
11. Charges will commence from the service commencement date.

### **Support**

12. Equipment charges will be invoiced separately in advance and payment is required before delivery of equipment.
13. Service support is available within the contract period. Standard Support hours are Monday to Friday 0830-1730 excluding UK Public Holidays. Extended support coverage is available on request. Refer to Class Networks Customer Service Manual for support details.
14. Should a support issue require a site visit, an engineer will attend site during standard support hours and require access to the analogue line and broadband socket, associated cabling and all associated broadband equipment.
15. Should access not be available at the time of the engineer attending site then charges for a missed appointment will be charged.
15. Should the fault be related to equipment or services not managed by Class Networks then charges for the visit will apply.

### **Usage Charges**

16. Data usage, monthly allowance is as stated within the purchased package.
17. Fair usage policy relating to Unlimited packages is set as 500GB per month.

### **Termination**

18. Should you terminate or migrate away a connection within the minimum contract period you will be liable to pay a termination charge equivalent to the remaining monthly charges for the broadband connection (including IP Address charges) and analogue line rental up to the end of the contract term. These are in addition to any applicable cease or migration charges in clause 9.
19. Customers may terminate the contract by giving 30 days written notice at the end of the minimum contract term; such notice to expire at least 30 days after the end of the minimum contract term.
20. All ceased, cancelled, regraded or migrated orders and missed appointments will be subject to the relevant charges as per the table below (charges are subject to change). These are in addition to any applicable charges in clause 8.

Cease Charge (at any time after installation): £45.00  
Post Order (but prior to installation) Cancellation Charge: £40.00  
Migration away: £15.00  
LLU Migration: £40.00  
Regrade: £20.00  
Missed Appointment Charge: £123.50

## **Hardware**

21. The Customer shall pay for the equipment in full if the equipment is being purchased and will be subject to a separate invoice.
  22. The Router shall remain the property of Class and must be returned to Class in good working order (subject to fair wear and tear) should the service be terminated. Should the equipment not be returned or is returned in an unacceptable condition then you agree to pay Class the replacement cost as per our standard price list.
  23. The risk attached to owning the equipment passes to you as soon as the equipment is delivered and passes into your possession or control. Even though the equipment supplied belongs to Class, we have the right to recover payment for it. Should you damage the equipment you agree to pay Class the full replacement cost.
  24. Changes to configurations of Class supplied equipment are chargeable. Any configuration changes must be clearly outlined in advance by the customer. Class cannot accept responsibility for any of the consequential outcomes or losses related to a third party service which runs over or via the broadband as a result of the customer requested change in configuration.
  26. Class have the right to refuse any configuration changes.
25. Any changes to the service made by the clients or their agents shall be the responsibility of the customer. For the avoidance of doubt, this includes all responsibility for but not limited to the security and protection of the customer's Local Area Network, IT hardware, third party services, telephony or IT services, software services or data. This includes any liability for consequential loss or matters arising from unauthorised access to customer data or services.