



## Horizone Limited Terms and Conditions for Ethernet Service

The terms and conditions incorporated in this Document (Terms and Conditions for the Ethernet Service) constitute an addendum to the Horizone's Conditions for Communications Services. Defined terms used that are not defined in this Document shall have the meanings attributed to them in the Conditions for Communications Services and any terms of such Conditions for Communications Services not expressly amended by this Document shall continue to have full force and effect. In case of a conflict between the provisions of this Document and the Conditions for Communications Services the Document of preference shall be as follows:

- 1) This Document (Terms and conditions for Ethernet Service)
- 2) Conditions for Communications Services

This Document applies when the Customer purchases Horizone's Ethernet Service. Defined terms shall have the meaning given in the Conditions for Communications Services save for where specifically defined herein.

### Ethernet Service

Horizone's Ethernet Service consists of two variants:

- "Converged Ethernet Service" is a layer 3 service whereby Horizone provides both access and overlay services.
- "Ethernet Service" is a layer 2 service whereby Horizone provides only the underlying access with the expectation that the Customer will add their own overlay services.

### Service Provision

1.1 Horizone reserves the right not to provide the Ethernet Service to any site and to withdraw its provisional acceptance of this Document for reasons including, but not limited to:

- - The distance between a site and the point of presence of Horizone's underlying service provider;
- - If a site survey finds that a site is not suitable for the provision of the Ethernet Service or Broadband based backup service; or
- - If the Customer does not agree to pay the Excess Construction Charges or any other Charges reasonably levied by Horizone in addition to the Charges initially quoted.
- - The Customer Required Date falls before the available lead time, or
- - Horizone encounters delays (including, but not limited to, complications connected with the site survey) which could not reasonably have previously been foreseen.

1.2 The date that installation of the Ethernet Service can be completed may be later than the Customer required date if

1.3 On a date during the fulfilment process which will be advised by Horizone to the Customer, Horizone or its nominated sub-contractor will visit the Customer site to install the network terminating equipment ("NTE"). Standard installation time is 3.75 hours. In the event that installation is extended beyond such time through no fault of Horizone (including, but not limited to, unreadiness on the part of the Customer, difficulty in accessing the site, non-availability of the named contact, necessity of decommissioning redundant hardware or lack of availability of the required power circuits) Horizone shall be entitled to charge the Customer with

additional charges that Horizone has incurred from its suppliers. Within two working days of completion of the installation of the NTE the Service will be connected to the network and, following the successful conclusion of a series of commissioning tests performed by Horizone or its nominated sub-contractor, the Service will be deemed to be ready for use and Horizone shall be entitled to invoice the Customer for such Service from this date ("the Installation Date").

The "Service Commencement Date" is subject to the installation by the Customer of the required router (whether such is supplied by Horizone or not) and the completion of successful testing of the final installation with Horizone and may be subsequent to the date when the Service is deemed ready for use as set out above. Where the Ethernet Service is being used to provide connectivity to an IP telephony service the Customer shall be responsible for the delivery of such telephony service over the Ethernet Service.

1.4 Horizone shall be responsible for the provision of the Ethernet Service including the Broadband backup Service where applicable up to the Service Demarcation Point, as defined in the Conditions for Communications Services.

1.5 Horizone will use reasonable efforts to install the Ethernet Service (including Broadband backup where applicable) by the Customer required date and perform the commissioning tests within two working days thereafter, all in accordance with the service levels set out in the Conditions for Communications Services. The Customer acknowledges that all timeframes are estimates only and that service levels are target service levels only. Except as set out in Conditions for Communications Services, Horizone accepts no responsibility in the event of any failure by Horizone to meet the Customer required date or for any failure to meet any service levels or to repair a fault within any given timeframe.

1.6 The FTTC Ethernet Service requires a BT WLR3 line for service delivery. Horizone will not accept an Order for this Service if no such line is present. A Service Agreement can be placed through Horizone for the requisite line. This will be subject to a separate Charge.

1.7 The PSTN directory number is required to complete a Service Agreement for the FTTC Ethernet Service and the line must to be installed at the service point before an FTTC Ethernet Order is placed.

1.8 The Broadband backup service must also be located within two (2) metres of the Ethernet termination point and router location.

1.9 The Broadband backup option is based on underlying Broadband technology and as such does not carry the same guaranteed service levels as the Ethernet Service. If the requirement is for a guaranteed secondary service then a secondary Ethernet Service should be considered.

1.10 The Broadband backup Service is selected based on suitability. In the event that the backup Service should prove inadequate following installation, in Horizone's reasonable opinion, Horizone will modify the backup Service to an alternative backup Service or cease the original backup Service and supply an alternative, backup Service where availability permits. Horizone reserves the right to charge a reasonable price for the installation of any such alternative backup Service.

1.11 Maximum line speeds for the Broadband backup Service are constrained by the maximum line speed WLR3 line speed subject to the availability of the same as set out in BT's advertised coverage of exchanges in the UK.

1.12 Simultaneous provision of the requisite BT WLR3 line together with Horizone's Broadband backup option is not available.

1.13 Where the Broadband backup Service is taken both the primary Ethernet Service and the Broadband backup Service will be delivered on the same day. If the Customer or the Customer opts to take delivery of these services on different days and also opts for the onsite router installation option, each visit will incur Horizone's standard visit charge unless the Customer and/or Customer opts to connect the second service to the Horizone provided router. For the avoidance of doubt where the Broadband backup Service is added to an existing primary Ethernet Service and the Customer and/or Customer requires the onsite router installation such addition and installation will be subject to a charge for such work.

## Service Cessation and Cancellation

2.1 The Customer may terminate the Ethernet Service or part thereof by following the procedure for termination set out in the Conditions for Communications Services. Ethernet Service to a site may be terminated by the Customer on either:

- a. 60 days' written notice to Horizone in respect of the Converged Ethernet Service, or;
- b. 30 days' written notice to Horizone in respect of the Ethernet Service (Layer 2)

and the Customer shall pay to Horizone the Charges due up to the date of such termination (the "Termination Date"). For the avoidance of doubt, in the event that the Customer terminates an Ethernet Service, or part thereof, within its minimum contracted term (as set out in the Service Agreement) Horizone shall be entitled to invoice the Customer for the Charges up to the Termination Date together with any such Charges falling due as a result of its early termination and the Customer shall pay any such invoice correctly raised by Horizone under its contractual terms of payment.

2.2 Save for reasons for earlier termination as set out in the Conditions for Communications Services, Horizone may terminate the Ethernet Service or part thereof on three (3) months' written notice to the Customer provided that such notice extends the termination date beyond the end of the minimum term as set out in the Document for that circuit.

2.3 Horizone may terminate the Ethernet Service immediately by notice to the Customer if required to do so by a direction of Ofcom.

2.4 If the Customer terminates the Ethernet Service or part thereof before the end of the minimum term Horizone shall be entitled to invoice the Customer with Horizone's recurring Charges for that Service from the effective date of termination for the remainder of the minimum term.

2.5 The Customer agrees that if the Ethernet Service or part thereof is terminated for any reason it will inform the Customer of that fact and that the Customer needs to make alternative arrangements. This clause shall survive the termination of such Service.

2.6 If the Customer cancels a Service Agreement for Ethernet Service or any part thereof, notwithstanding that the Service Agreement for such service has only been provisionally accepted by Horizone, the Customer agrees to reimburse Horizone for any direct costs Horizone has incurred in preparing to deliver the Ethernet Service in addition to Horizone's cancellation charge. Horizone will take all reasonable steps to mitigate any such costs. If the Document includes any Excess Construction Charges such charges will be payable in full by the Customer on cancellation of a Service Agreement.

2.7 If the Customer or its Customer cancels a planned installation after 12:00 p.m. midday on the Business Day immediately prior to the installation date Horizone shall be entitled to charge the Customer with the full amount which it would otherwise have charged for the aborted installation or, in the case of planned out of hours installations, 1.5 times its standard installation charge for planned installations after 17:30 on Business Days and Saturdays and 2 times its standard installation charge for planned installations on Sundays.

2.8 If the Customer requests a change to the Customer required date and subsequently cancels the Service Agreement any cancellation charge will be calculated using the later of the original Customer Required Date, the revised Customer Required Date and proposed Delivery Date.

2.9 Horizone will not levy a cancellation charge in the event that the cancellation is as a direct result of Horizone's failure to deliver the Ethernet Service within a reasonable timeframe.

2.10 Notwithstanding clause 2.2, Horizone will terminate the FTTC Ethernet Service in the event that the underlying WLR3 Service is terminated. The Customer will remain liable for any recurring fixed Charges for the remainder of the fixed term of the affected FTTC Ethernet Service (as set out in the Service Agreement).

2.11 Any FTTC/ADSL service terminated after the Service has been activated will be subject to Horizone's standard termination charges.

## Changes

3.1 The Customer may request a change to the bandwidth of an installed Ethernet Service as follows:

- Once a month in respect of an upgrade in the overall bandwidth; or
- Once in any 12 month period in respect of a downgrade in the overall bandwidth; or
- Once a month in respect of a change to the capacity allocated to either the IP telephony service or the internet service where a Converged Ethernet Service is being provided.

All such changes will be made in accordance with the necessary lead times for such work.

3.2 Internal shifts are not part of the FTTC Ethernet or Broadband backup Service and must be Documented as part of the WLR3 service. Any shifts may impact on the FTTC Ethernet speed (in the form of either a slower or faster speed).

3.3 Where more than one downgrade occurs in any one 12 month period, the monthly rental shall not be reduced for the second and any subsequent downgrades.

3.4 In the case of Converged Ethernet Services, there will be Charges pertaining to a secondary IP address range if taken.

## Surveys and Installation

4.1 Provision of the Ethernet Service will be subject to the completion of a satisfactory site survey by Horizone or its sub-contractor. The Customer acknowledges that it will be necessary for Horizone or its sub-contractor to visit a Customer site or sites to conduct such survey and for the purposes of installation.

4.2 Where an appointment is made for Horizone or its sub-contractor to visit an Customer premise, including for the purposes of a site survey or for installation, and the visit cannot be successfully completed due to:

- The inability of Horizone or its sub-contractor, through no fault of their own, to complete the work;
- The inability of Horizone or its sub-contractor to gain access to the site or sites or any part thereof which is necessary for the work;
- The appointment is broken by the Customer or the Customer; or
- Any other reason where Horizone or its sub-contractor is not at fault,

Horizone will charge the Customer with its standard aborted visit charge.

4.3 Unless otherwise agreed in writing between the parties the Customer must request that Horizone cancels the appointment within forty-eight (48) hours of notification by Horizone of Horizone's preferred installation date. In the event that the Customer does not agree such an appointment, the appointment will be deemed to have been fixed for Horizone's preferred installation date unless a revised Customer required date is subsequently agreed.

4.4 Site visits are subject to the site being within the United Kingdom (including Northern Ireland) with the exception of Kingston upon Hull, Isle of Man, Isles of Scilly and the Channel Islands Horizone shall be entitled to levy reasonable additional charges for site visits and installations where this is not the case.

4.5 In respect of Converged Ethernet Services only it is the Customer's responsibility to install a router at the Customer site or sites where this is required and neither Horizone nor its designated sub-contractor shall bear any liability for any delays in the provision of the Service due to delay in the installation of such router.

## Service Assurance and Problem Management

5.1 The Customer's nominated contacts will be the only point of contact with Horizone for the notification of faults with the Ethernet Service and their resolution.

5.2 Horizone and/or the supplier of such equipment will provide the maintenance of any equipment installed on a site as part of the Service on the Horizone side of the Service Demarcation Point.

5.3 The Customer will be responsible for initial fault diagnosis and will report a fault to Horizone only where it reasonably believes the fault is not caused by any Customer installed equipment or any malfunction on the Customer facing side of the Service Demarcation Point. Horizone shall be entitled to charge the Customer with its standard abortive visit charge if a visit results in the fault being traced to any Customer installed equipment or any such malfunction (or if Horizone or its sub-contractor fails to gain entry to the Customer site). In respect of the Converged Ethernet Service only Horizone shall also be entitled to invoice the Customer for configuring, testing and despatching replacement routers in the event that no fault is subsequently found in the original router or its configuration (where provided by Horizone) or where a fault has been incorrectly diagnosed by the Customer.

5.4 The Customer is responsible for fault resolution for the underlying WLR element upon which any FTTC Ethernet Service operates.

5.5 The fault resolution time for the FTTC Ethernet Service does not include any time taken to first resolve any WLR faults affecting the availability or performance of the FTTC Ethernet Service. The target fault resolution time will commence from the time that it is established that the WLR line is in working Document and is not affecting the FTTC Ethernet Service. It is recommended that the underlying WLR3 line be Ordered with Service Maintenance Level 4 (6 hour fix) to allow for quick resolution of any faults relating to the WLR3 Service which affect the FTTC Ethernet Service.

5.6 In respect of the Converged Ethernet Service only, in the event of a fault on the primary Ethernet Service, the Broadband backup services will automatically become effective. Use of the secondary backup service is not permitted other than in the event of a primary circuit failure. In the event of a failure of both the primary and secondary circuits, Horizone will initially resolve the fault on the primary Ethernet circuit in accordance to the SLA as set out in the [Gamma Converged Ethernet Services Service Description](#).

5.7 In respect of the Converged Ethernet Service, in the event of that the Customer fails to connect both the primary and secondary services to either the Horizone managed router or the Customer's own router, the SLA will not come in to effect until such failure has been remedied.

## Service Constraints

6.1 The Customer acknowledges and accepts that there may be certain technical limitations to the Ethernet Service as set out in clauses 6.2 to 6.4 below.

6.2 There may be technical or geographical limitations which do not enable the Ethernet Service to be installed. Provision of the Service is conditional on a site survey when such limitations will normally become apparent. In the event that a site survey reveals that the required Ethernet Service cannot be installed Horizone will cancel the Document without charge to the Customer.

6.3 If during the commissioning of the Ethernet Service it is found that, despite the reasonable endeavours of Horizone and/or its sub-contractor, the bandwidth performance as set out in the Document cannot be achieved, Horizone will cancel the Service Agreement without charge to the Customer.

6.4 Certain technical limitations may not become apparent until after the Ethernet Service has been installed and has been working for some time. In such cases where no alternative solution can be found, Horizone shall be entitled to withdraw the Ethernet Service and will issue a credit or credits to the Customer for any Charges which have already been invoiced to the Customer in relation to the Ethernet Service (save for any charges for abortive visits). For the avoidance of doubt it should be noted that the available IP throughput of a circuit will be lower than the standard port speeds advertised owing to management and encapsulation overheads. Successful conclusion of the commissioning tests performed by Horizone or its nominated subcontractor shall be prima facie evidence that such management and encapsulation overheads are within normal parameters for the type of circuit concerned and no cancellation will be permitted under the provisions of paragraph 6.3 or 6.4 unless expressly agreed by Horizone.

6.5 In the circumstances referred to in clauses 6.2 to 6.4 above, and notwithstanding anything to the contrary in this Document or in the Conditions for Communications Services, Horizone shall have no liability to the Customer for any failure to provide the Ethernet Service, the performance of the Ethernet Service, its effect on any other services or equipment or the withdrawal of the Ethernet Service, save as set out above.

6.6 The FTTC Ethernet service provides guaranteed symmetrical bandwidth of up to 20Mbps. Horizone will use reasonable endeavours to provide a downstream bandwidth of greater speed where such is Ordered but no fault report or cancellation will be accepted by Horizone for any failure to achieve a downstream bandwidth greater than this speed.

6.7 The Customer acknowledges that bandwidth speeds may vary over time on an FTTC Ethernet circuit, especially immediately after first installation due to a number of technical considerations including, but not limited to, the distance between the Customer site and the connection cabinet or natural degradation of the underlying copper.

## Equipment

7.1 Equipment provided by Horizone or by its sub-contractors for the delivery of the Ethernet Service ("the Equipment") remains the property of Horizone or its sub-contractors, as the case may be, and the Customer shall not acquire any property in it. Horizone will ensure its sub-contractor provides the network terminating equipment and, in the case of the Converged Ethernet Service, Horizone may provide the Customer

premises router where such has been Ordered from Horizone by the Customer. In cases where the Customer supplies such router Horizone does not guarantee that any such router will be compatible with and/or suitable for use with the Ethernet Service. Horizone shall be entitled to charge (at its then current standard rates) for any configuration or other work performed by itself or any of its sub-contractors which is required to bring any router supplied by the Customer or its Customer into a state where it is compatible with the Ethernet Service.

7.2 The Customer shall provide a suitable place, conditions, connection points and electricity supply for the Equipment according to Horizone's reasonable instructions, or those of Horizone's sub-contractors, and carry out any site preparation work reasonably required by Horizone or its sub-contractors.

7.3 The Customer shall obtain all necessary third party consents required in relation to building alterations or additions, access to land or other permission required to install the Equipment or, where this is carried out by Horizone or its sub-contractor, shall render all reasonable assistance required by Horizone.

7.4 The Customer is responsible for the Equipment and shall be liable to Horizone for any loss or damage to it save where such loss or damage is caused by fair wear and tear, is caused by Horizone, its sub-contractor or anyone authorised to act on their behalf. The Customer shall take all reasonable steps to prevent any damage to the Equipment and to prevent anyone (except anyone acting on Horizone's or Horizone's sub contractor's behalf) from adding to it, modifying it or interfering with it in any way.

7.5 The Customer shall include provisions equivalent to clauses 9.1 to 9.4 above in its contracts for the Ethernet Service with its Customers.

## Connection

8.1 Any equipment connected to the Ethernet Service must be technically compatible with the Ethernet Service and connected and used in compliance with any applicable instructions, standards or laws. Any such equipment should not cause any damage to the Horizone network, the Ethernet Service, the Equipment, any other customer's network or the network of any underlying service provider.

8.2 The Customer agrees is contractually bound, to only connect equipment to the Converged Ethernet Service by using the CPE provided by Horizone.

8.3 If the Customer become aware that any equipment connected to the Ethernet Service does not comply with the relevant instructions, standards or laws they should immediately disconnect the equipment or ensure its immediate compliance. Failure to disconnect non-compliant equipment will result in Horizone disconnecting it at the Customer's expense.

8.4 Horizone will not be liable for any failure to meet any service levels or any failure of the Ethernet Service or any other obligations if such failure has been found to be caused by the connection of any equipment other than in compliance with this clause 8.

## Access

9.1 Horizone and/or its sub-contractor will conduct any required site visits during normal working hours, that is to say between 08:00 and 17:00 Mondays to Fridays (excluding UK public and bank holidays). In the event that the Customer requests a site visit outside such hours this will be the subject of an additional charge. Such charge will not apply to visits to repair faults.

9.2 The Customer will provide access to the site to Horizone and/or its sub-contractor for the purposes of site surveys, installation or otherwise as required for the provision of the Ethernet Service. The Customer shall provide a suitable and safe working environment for Horizone's employees and authorised sub-contractors at the site. The Customer shall indemnify Horizone and its sub-contractors for death or personal injury claims or actions threatened or brought against them resulting from the Customer's breach of this clause 9.2, save where such claim or action results from Horizone's negligence or that of its employees, sub-contractors or agents acting in the course of their employment or agency.

9.3 Horizone agrees to observe and ensure that its employees observe the Customer's reasonable security and safety requirements insofar as these are communicated to Horizone or its employees.

9.4 It is the responsibility of the Customer to make good or re-decorate any areas of the site affected by the installation of the Ethernet Service save where any damage is caused by Horizone's negligence in which case the limitation of liability provisions of the Conditions for Communications Services shall apply.

## Use of Service

10.1 If Horizone becomes aware that the Ethernet Service is being used in breach of the Conditions for Communications Services, Horizone shall immediately inform the Customer that the Ethernet Service will be suspended or disconnected if the breach continues.

10.2 If the Customer continues to use the Ethernet Service in breach of the Conditions for Communications Services Horizone may suspend or disconnect the Ethernet Service, insofar as is reasonable in the circumstances, without prejudice to Horizone's rights of termination under this Document.