

Broadband Terms and Conditions

01/03/23



These service specific Broadband Terms and Conditions are to be read in conjunction with IFB's Standard Terms and Conditions. All definitions contained within these Specific Terms and Conditions have the same meaning as those set out in the Standard Terms and Conditions.

1 THE SERVICES

1.1 The Broadband Service to which these Specific Terms and Conditions relate ("Broadband Services") provide you with high-speed access to the Internet. The Broadband Services will be provided to you at the premises specified in the client order. Quoted speeds for each product specified by us refer to the estimated maximum available download and upload bandwidths, actual download and upload bandwidth speeds may differ from estimates.

2 COMMENCEMENT OF SERVICES

2.1 We need to do the following to be certain that we can provide you with the Broadband Services and before accepting your order:

- (a) Successfully complete a line test and desktop survey; and
- (b) Successfully activate the Broadband Services.

If it is not possible to provide the Broadband Services because one of the above cannot be completed successfully, we will notify you as soon as possible.

2.2 To enable us to provide the Broadband Services, certain equipment may need to be installed at your premises. Before accepting your order we may give you some advice on any necessary preparation. You will need to provide a suitable location for any equipment which is purchased from us, or which you supply yourself.

2.3 We will use all reasonable efforts to activate the Broadband Services by the date notified to you following acceptance of your order, however it should be noted that all dates are estimates and we cannot guarantee that they will be met. Typical installation lead time is 10 working days from date of order. We can provide an expedited service installation of 2 working days for certain services but this is not guaranteed and an additional charge will be incurred if the expedited install is successful.

3 PRODUCT REGRADES

3.1 Speed of service re-grades between our range of Broadband services can take up to 5 working days to process from the order being received, dependent on service availability.

3.2 Service regrades will be classed as the commencement of a new annual contract, you will be credited for the original service and invoiced for the new service as appropriate. You may incur a regrade installation charge depending on the service being regraded and if it is still within the minimum contract term.

4 HARDWARE

4.1 All Broadband hardware purchased from IFB is covered by a 2 (two) year warranty.

4.2 In the event that you find items missing from any hardware ordered, you will have 10 working days from the date on which the hardware is originally delivered to you to notify us of any missing items. If you notify us within the 10 working day period we will send out replacement items free of charge. After the 10 working day period has passed, you will be charged for replacement parts and delivery costs.

Broadband Terms and Conditions

01/03/23



4.3 If hardware is damaged during delivery, or should you encounter a problem with the router within the 2 year warranty period, please follow the returns process below:

- (a) Please contact IFB Client Support to report the fault, autosupport@ifb.net or 0845 270 2100.
- (b) Client Support will verify the fault and complete a Return form on your behalf.
- (c) Ship the router to IFB, Building 54, 54 Hareness Road, Aberdeen, AB12 3LE.
- (d) From the time of notification, we will arrange for a replacement router to be delivered to you using a next day courier.

This does not in any way affect your statutory rights.

4.4 Should you wish to return hardware due to a broadband activation failure, please follow the returns process below:

- (a) Please contact IFB's Client Support department on autosupport@ifb.net or 0845 270 2100 to confirm the situation.
- (b) Upon receipt of the equipment, we will issue a credit note.

5 SUPPORT

5.1 All service issues should be immediately reported to the Client Support department using support@ifb.net or 0845 270 2100. IFB's broadband support desk is accessible between 09:00 to 17:30 from Monday to Friday. Please ensure you provide as much detail as possible when reporting a fault or raising a query.

5.2 You will not be charged by IFB for support of the actual broadband connection unless your fault requires a BT engineer site visit which subsequently identifies that the fault is not on BT's network or hardware. You may incur IFB support charges if you request configuration changes to be made to your IFB provided hardware or additional IP addressing after the service has been activated.

5.3 The Client Support team will investigate end user faults using BT's diagnostic tools, if a fault is identified IFB will log this with BT for investigation. IFB will provide updates via its ticketing system as and when information regarding your fault becomes available.

5.4 IFB cannot provide guaranteed fault resolution times and broadband support is provided during business hours, the provision of broadband services is dependent on complex nationwide network resources, some of which are outwith IFB's direct management. Please be assured that our Client Support team appreciates the importance of client connections and endeavours to reach a prompt and successful resolution to all service issues.

6. BILLING AND PAYMENT

Unless otherwise specified in the Proposal Document payment is due when the Service is deemed live as detailed in Clause 2 Service Commencement and Provisioning. IFB will raise an invoice for the full service amount, payment terms are 14 days from the date of the invoice. Any recurring Services that require payment on an annual or other basis as agreed will be payable in advance, renewal invoices for all recurring services will be issued 1 month in advance of the renewal date.

IFB reserves the right to review its charges, the Customer shall have no less than twenty-eight (28) days notice of any revision to the Charges.

IFB may, at any time, adjust (including the Charges or imposing a One-Off Charge) or cancel the Service, a Service Element or an Order (in whole or in part):

Broadband Terms and Conditions

01/03/23



- (a) if Customer requests a modification to the Services before or after the Service Commencement Date (including, changes in Customer Site address, service type, point of presence and/or presentation, or Configuration Changes); or
- (b) if changes are necessary as a result of:
 - i) the site survey;
 - ii) Customer providing inaccurate or incomplete information;
 - iii) a Third Party Provider changing its charges for input services; or
 - iv) increases in the Consumer Price Index (CPI) rate of inflation

All invoice disputes must be emailed to IFB's accounts department (accounts@ifb.net) within 14 days of the invoice date.

Changes to billing requirements after an order has been accepted may incur an administration charge of £95.00 ex VAT. A surcharge may be applied if changes are requested to be made to the billing period after an annual invoice has been issued, 7% surcharge for quarterly billing and 10% surcharge for monthly billing. Payment for all monthly renewals must be paid by Direct Debit.

Configuration changes made to the service after the live date and not covered within the Contract may incur a charge of £95.00 ex VAT per hour.

If work is commenced and the Client delays the provision or completion of the Service, IFB reserves the right to invoice for work completed to date.

IFB reserves the right to withhold or suspend any part or all of the Service in the event of non-payment of an undisputed invoice. IFB reserve the right to retain ownership on any related Service or hardware and will not provide access to Client hosted equipment or data retained in IFBs Backup and Recovery and Cloud platforms hosted within its datacentre in the event of non-payment of an undisputed invoice.

IFB will issue a credit note for any unused portion of the invoiced service period outwith the requisite notice period detailed in this contract. IFB will only credit full unused monthly periods.

6 TERMINATION

6.1 Once Broadband Services have been activated and are available for use you may end this Agreement by providing 30 days notice of cancellation after the minimum term has expired. All service cancellations must be provided in writing, email is acceptable.

6.2 If service cancellation is requested prior to the end of the minimum term the client will be required to make payment for the remainder of the contract term.

6.3 If we or BT deem that your telecommunications line is not capable of supporting a broadband service we reserve the right to terminate your Broadband Service immediately without notice and issue a refund for any Services not provided.

6.4 In the event that you cancel or change ownership of your BT telephone line, your Broadband Service will be terminated and any remaining charges for the duration of the contract term will become immediately due and payable.

6.5 Cancellation of broadband services, during or after expiry of the minimum term, may incur a cancellation fee of £31.12+VAT. This charge is not marked up and is levied by the broadband wholesaler for work required within the exchange to recover equipment and amend records when a broadband service is cancelled.

Broadband Terms and Conditions

01/03/23



7 GENERAL

7.1 We reserve the right to raise an 'Abortive Visit Charge' when entry to your premises is refused, or no access can be gained despite you having agreed that a BT representative may access your premises to deliver services or to investigate a fault. This charge is passed through without any mark up added.

7.2 We reserve the right to raise a 'Special Faults Investigation (SFI) Charge' when you report a fault, and an engineer visits your premises, and discovers that the fault is not a result of a failing or defect in the Broadband Services and/or the Equipment provided by BT. This charge is passed through without any mark up added.