

Andrews & Arnold Ltd

Schedule: Connectivity

Version 1.0

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1. Applicability

- 1.1. This schedule applies to our connectivity services, including our Internet / broadband, ethernet, mobile data, and L2TP services.

2. Service requirements

- 2.1. You are responsible for ensuring that you have the necessary equipment to make use of the services, and that it is connected and configured correctly.
- 2.2. If our service relies on a service provided to you by someone else, we are not liable if our service is inhibited because of a function of, failure of, or fault with, that other service. You agree that, in this situation, our service is working as intended and has not failed, and that you will not seek or accept any compensation from us.

For example, our ADSL and VDSL broadband services rely on a working telephone line. If someone else provides your telephone line, and the telephone line breaks, that does not mean that there is a fault with your broadband, or a breach by us.

3. IP addresses

- 3.1. You do not own any IP addresses which we allocate to you. Any IP addresses we allocate to you remain our property.

For the avoidance of doubt, this does not apply to your own PI space.

- 3.2. We reserve the right to change (including reduce) any IP address assignment. We shall use reasonable efforts to give you reasonable advance notice of a change.
- 3.3. We may register you as the contact for the IP address range in RIPE, or other relevant IP management authority.
- 3.4. You must comply with any terms imposed by Internet registries, including RIPE, for IP addresses.

4. We do not filter Internet access

- 4.1. We do not provide a filtering service to restrict or limit access to anything on the Internet. You agree that you do not require any filtering services from us.

If you would like advice on ways you can control Internet access, especially if you have children, please do talk to us about ways you can do this with your own equipment and settings.

5. Usage allowance

- 5.1. If your service has a usage allowance, that usage allowance will reset at the start of each billing period or, where a billing period is based on multiple months, at the start of each calendar month.
- 5.2. We may allow you to carry forward all or some of your usage allowance, but we are not required to do so.

See the service description on our web site for details of where we do allow unused allowances to be carried forward.

- 5.3. If you reach your usage allowance before the end of a billing period, we will attempt to take the action that you have specified in your account settings for that service.
- 5.4. Some of our services will automatically slow down when you reach your usage allowance and it will continue to work at that slower speed for the remainder of that billing period. We will deduct this excess usage from your next billing period's usage allowance.
- 5.5. We may offer you the ability to increase your usage allowance by purchasing top-ups. You may carry forward any unused portion of a top-up into your next billing period.

6. Fault fixing and right to terminate

- 6.1. You must notify our support team promptly of any fault or suspected fault with your services. Posting on social media does not constitute notice.
- 6.2. As long as you comply with clause 4.4 of the general terms, if you have notified us of a fault which stops your overall service working and we have confirmed receipt of your notification, and we are unable to rectify the fault after ten working days, you may terminate the service to which the fault relates, as long as you do so in line with clause 6.3 of this schedule. You must, however, co-operate fully with support staff to help investigate the fault. Delays whilst

staff wait for your action, or for postal delivery of equipment, do not count towards those ten working days.

- 6.3. Provided that you have complied with clause 6.2:
 - 6.3.1. if we have not fixed the fault after 10 working days, you can exercise the right to terminate up until the point at which the fix the fault; or
 - 6.3.2. if we fix the fault after 10 working days, and we have not received notice that you have exercised your right to terminate under clause 6.3.1, you can exercise the right to terminate, but only if you do so within one month of the date on which we fixed the fault.

and, in each case, we will not charge you in respect of any notice period, cease charge, or early termination or disconnection fee. This is your full recourse for us failing to fix the fault.

- 6.4. Clauses 6.2 and 6.3 of this schedule do not apply if the service is suspended for a breach of this agreement, or if we have suspended all or part of that service under clause 5.2 of the "services (general)" schedule.

7. Termination

- 7.1. The following clauses of this schedule shall survive termination or expiration of this schedule: 6.3, and 12.2.

8. Traffic shaping

We support the principle of net neutrality, and we endeavour never to be the bottleneck for your Internet connection. We do, however, offer you some line-specific options, to enable you to shape your traffic, to help services like VoIP.

- 8.1. We publish information on traffic shaping on our website.

9. Scanning

- 9.1. We may scan for open DNS servers or vulnerabilities on endpoints which you connect to our network.
- 9.2. You agree that this access is authorised, and warrant that you have obtained the authorisation of all users whose equipment is connected to the services.

This is a service for your benefit, as routers with open services can be used as part of denial of service attacks. If you want us to stop these checks, please ask.

10. Free ancillary services

- 10.1. We may, from time to time, provide free ancillary services, such as DNS resolvers, outgoing mail smart hosts, or a NAT64 gateway.
- 10.2. We may vary, suspend, or terminate these services at any time, without notice.
- 10.3. If you use these services, you do so at your own risk, and, subject to

clause 10.2 of the general terms, we are not liable to you for any losses you may suffer as a result of your use of them.

11. Alternative dispute resolution

- 11.1. In addition to your rights under clause 14 of the general terms, you may refer a dispute to our alternative dispute resolution scheme, of which details are available on our website, if:
- 11.1.1. you are a domestic or small business customer, as defined in Ofcom's General Conditions of Entitlement;
- 11.1.2. the dispute is in connection with our provision of services to you under this schedule; and
- 11.1.3. you are entitled to refer the dispute to our alternative dispute resolution scheme.
- 11.2. If you are not entitled to refer the dispute to our alternative dispute resolution scheme, you must not do so or attempt to do so. If you breach this clause, you shall be liable for any costs we incur (including our legal fees, and any compensation the alternative dispute resolution scheme requires us to pay to you) as a result of your breach.