

## **Daisy Terms and Conditions for LLU Broadband Services For Business Customers**

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### **Definitions**

- "Acceptable Use Policy"** means the policy referring to the use of any daisy broadband products which can be found at [www.daisyplc.com/home/legal/terms\\_and\\_conditions.html](http://www.daisyplc.com/home/legal/terms_and_conditions.html)
- "Agreement"** means the agreement entered into between Daisy and the Customer in respect of the Service, commencing on the Commencement Date and subject to these Terms and Conditions
- "Authorisation"** means the authorisation granted to pursuant to the Communications Act 2003 that authorises the Network Operator or Communications Service Provider to run a public communications network
- "Business Customer"** any customer Daisy makes this Agreement with in respect of with where the Service is to be provided to a place of business for business purposes. It includes a person who Daisy reasonably believes is acting with the Customer's authority or knowledge
- "Charges"** means all sums (plus VAT) payable by the Customer to Daisy in respect of the Service including but not limited to the connection charge (in respect of the Customer being connected to the Network) and any other charges for any other services provided by Daisy as identified in the Pricing List
- "Commencement Date"** means the date that the Customer requested the Service
- "Customer"** means the customer Daisy makes this Agreement with. It includes a person who Daisy reasonably believes is acting with the Customer's authority or knowledge
- "Daisy"** means Daisy Communications Ltd (Company number 04145329) whose registered office is Daisy House, Lindred Road Business Park, Nelson, Lancashire, BB9 5SR.
- "Early Termination Charges"** means the charges (plus VAT) for early termination calculated in accordance with these Terms and Conditions and notified to Daisy's Website from time to time plus an additional administration charge of £50.00
- "Equipment"** means equipment that is not part of the Network and which the Customer uses or intends to use with the Service
- "Fault"** means the continuous total loss of the Service
- "Line"** means a connection to the Network
- "Main Telephone Socket"** means the point where the Equipment is connected to the Network which is called the Network Termination Point in the Authorisation
- "Minimum Term"** means the period of 12 as notified to the Customer by Daisy on entering into this Agreement and in the Notification Letter
- "Network"** means the fixed line telecommunications network operated by the Network Operator
- "Network Operator"** means the network operator who operates a network to which the Line is connected in accordance with an agreement between the Network Operator and Daisy
- "Parties"** means Daisy and the Customer and references to "Party" shall be construed accordingly
- "Premises"** means the place where the Service is or will be provided, usually the Customer's place of business unless agreed otherwise
- "Relevant Standards"** means the standards designated under the Telecommunications Act 1984 as amended by the Communications Act 2003
- "Service"** means all or part of the Service explained in this Agreement and any related services listed in the Price List that Daisy agrees to provide to the Customer under this Agreement and "Services" shall be construed accordingly Customer in the Notification Letter
- "Website"** means the website [www.daisycommunications.co.uk](http://www.daisycommunications.co.uk)

### **General Provisions**

#### **LLU (Local Loop Unbundling)**

1. Developments in Network technology (known as Local Loop Unbundling or "LLU") may enable us to provide fixed line Services to you through our partner Network rather than a third party Network.

We will let you know when these developments occur.

- If you have previously agreed to take our Line Rental service we may transfer you to our LLU network but we will still offer the same Services to you as those which you received from us before the transfer.
- On the day that we transfer you to our LLU network, you may experience a short temporary loss of Service. Afterwards, you may also have to re-set your access numbers and/or passwords.
- Unless you have agreed previously to take our Broadband Service, we will seek your express consent before transferring you to our LLU network if you take a broadband service from another provider on the same telephone line at the time of transfer.
- When you have been transferred to our LLU network, you need to be aware that:
  - you may no longer be able to use some telecommunications services you purchase from other telephone providers, such as indirect access services (whether using the BT 1280 or other indirect access codes);
  - you will no longer be able to use Broadband or Line Rental Services from other providers. We will not be liable for any charges which may arise as a result of the termination of your contract with your existing providers for those services;
  - if you want to switch one or more of your services to another telephone provider, we may have to provide your remaining Service(s) through another Network. You accept that you may have to pay additional charges for receiving Services from us in that case.
- If we do not provide your Line Rental Service over our LLU network you may use another provider for broadband services but you will need to continue paying them in order to receive that particular service.

#### **Moving Premises or New Installations**

- If you are moving premises, we will do our best to arrange the transfer of your line whilst retaining your existing telephone number. However, you accept that we may not always be able to do so and we are not liable if we cannot.
- You accept that the installation of a new line in your premises will attract new line connection charges and a new twelve (12) month minimum term contract.
- If the new installation or moving premises involves the visit of an engineer to facilitate the new installation you are responsible for the payment of any charges involved. Additionally you are responsible for the actual costs of any charges for appointments missed because you did not keep the appointment (currently £85.00).

10. If you move premises and leave the installation for the new owner/tenant you undertake to inform them that the service will be ceased by daisy if they are not contacted by the new owner/tenant within 72 hours for the purpose of entering into a new agreement.

#### **Modem**

- When you order our Broadband Service you will be supplied with a wired Modem of our choice free of charge unless you have contracted to purchase a different Modem (for example a wireless router) from us. We will try and make sure that the Modem is delivered to your home before the Broadband Service is activated. However we cannot guarantee that you will receive the Modem in time as we are reliant upon third party suppliers.
- You must inspect the Modem as soon as you receive it and tell us of any damaged or missing items within seven (7) days by calling Customer Services. We will then send you a new Modem, but if we do this you must also return the faulty one to us. We will also repair or replace the Modem if it becomes faulty during the first 12 months of your contract, but we will not replace any faulty Modem if you are responsible for the fault (including without limitation as a result of your failure to follow the manufacturer's instructions or your mis-use or alteration of the Modem without our approval). In that case you must pay for a new Modem in order to receive the Broadband Service.
- If we send a replacement Modem, you must return to us the faulty Modem (including all cables and software that came with it) within thirty (30) days of receipt of the replacement Modem. You accept that we will charge you for the replacement Modem if you do not return the faulty Modem (including all cables and software that came with it). We will accept proof of postage as proof that you have sent us the faulty Modem. You must keep the original box and packaging for the Modem in good condition and ensure that the Modem is stored in accordance with the manufacturer's recommendations. We will refund the reasonable cost of returning the faulty Modem to us by post. At your request we will send you a pre-paid returns envelope to return a faulty Modem to us.
- If you wish to use a modem, filters or any other equipment that we have not supplied, we cannot guarantee that the Broadband Service will work with that modem or equipment and cannot support any faults that may arise as a result in this instance.

#### **Transmission Speeds and General Usage**

- There are a number of reasons why you may not receive the broadband connection speed advertised. One main reason is that for most broadband customers the maximum speed available declines the further you are from the telephone exchange. Other factors which can affect broadband speeds include the quality of the customer's line, the capacity of the network, the number of subscribers sharing the network, and the number of people accessing a particular website.
- We will try to give you 'download' Transmission Speed that you have signed up for. This may be 8mbps but we cannot guarantee that you will always be able to get this Transmission Speed. If we cannot provide you with the Transmission Speed you have signed up for, we will give you the next available lower Transmission Speed. The Transmission Speed may also change if you move premises because they are dependent on your proximity to your local telephone exchange. You accept that 'upload' speeds will always be slower than 'download' speeds. We will provide you with further details upon request.

#### **Customer Services**

- To enable customers to have a better understanding of what is and is not acceptable when using broadband products, and to help them get the best out of the internet, Daisy has developed a number of Acceptable Usage Policy (AUPs) relating to broadband internet services. Complying with these AUPs is a contractual requirement and will ensure that the product is used only for its intended purpose.
  - Daisy's AUPs are based on current "best internet industry practice" and draw on the collective experience of users and service providers across the internet community.
  - Daisy may change the AUPs at any time by publishing the changes on its website ([www.daisyplc.com](http://www.daisyplc.com)) 14 days before the change is to take effect.
  - If you have any queries regarding your Broadband Service or want to report a fault, you need to contact our Customer Services on the dedicated number that is included in your welcome letter. We will operate a Technical Support Helpline to provide information and advice to you on any technical issues relating to your use of the daisy Broadband Services. Calls to Customer Services and the Technical Support Helpline will be charged at the prevailing rates.
  - We will give you a username and password in order to access the Broadband Service. You will be responsible for keeping this username and password confidential and agree to take all necessary steps to ensure their confidentiality and that they are not disclosed to any unauthorised third parties. You will inform us if you become aware of or suspect any unauthorised use of your username and password and agree to take all necessary steps (or such steps as may be requested by us) to prevent such use. You agree not to connect equipment to our network that may harm it or other customers' equipment. If you do, you must disconnect it immediately, or allow us to do so at your expense.
  - You agree not to connect equipment to our network that may harm it or other customers' equipment. If you do, you must disconnect it immediately, or allow us to do so at your expense.
- #### **Alarm Systems**
- It is your responsibility to make sure that the Broadband Service does not affect any alarm system in your premises. Daisy cannot be responsible for any loss or damage arising out from your failure to make adequate provision for your security.
- #### **Transferring or Terminating your Broadband Service**
- You may have existing contracts for telecommunications services (i.e. line rental, or calls, or broadband, or mobile) with your old communication service providers, which have minimum service periods in them. You are responsible for checking any such contracts and for paying for any ongoing charges or charges on termination you may have to pay to your old service provider. These will be in addition to our charges.
  - You may need to obtain a Migration Authorisation Code ("MAC") from your current broadband provider in order to move to our Broadband Service. This MAC will be valid only for a limited period and can only be used once. You accept that we may charge you if you are moving your broadband from another provider to us. For further details about MAC's or of these charges please call Customer Services or visit our Website.
  - If you terminate your Broadband Service before the end of the Minimum Period you must pay us an Early Termination Charge consisting of the charges for the remainder of the Minimum Period (including any charges incurred) when you signed up for the Service in addition to an administration charge of £50.00.
  - The same applies if your telephone line is disconnected so that we can no longer provide the Broadband service for any other reason that is not attributable to Daisy.