

ANNEX 2A - FIBRECONNECT BUSINESS BROADBAND - SPECIFIC TERMS AND CONDITIONS

1. OVERVIEW

- 1.1. The annex applies to FibreConnect Business Broadband services provided by Wildcard. FibreConnect Business Broadband is a service provided by Wildcard and utilises advanced fibre-optic technology to deliver reliable high-speed next-generation Internet access. The service is provided over fibre-optic to the customer's premise or to a local street-side cabinet, with a copper telephone line from the cabinet to the customer's premise.
- 1.2. The Service is intended for business use only for one business. Use of the Service by multiple separate businesses is strictly prohibited unless otherwise specified in the Order.
- 1.3. The General Terms and Conditions shall also apply which are incorporated by this reference. This annex shall be referred to as the "Related Annex". The latest version of the General Terms and Conditions and this annex can always be found at <https://www.wildcard.net.uk/terms-and-conditions/>

2. SERVICE DELIVERY AND CONFIGURATION

- 2.1. The Service is only available in specific areas and depends upon the existence of Wildcard network infrastructure. Wildcard will perform a feasibility check as part of the Order. The Service will be provided to a specific installation location ("the Customer Property"), this location will be specified in the Order.
- 2.2. Wildcard or our approved subcontractors may install appropriate Customer Premise Equipment ("the CPE") within the Customer Property. The CPE will remain the property of Wildcard or our subcontractors and shall not be modified or removed by the Customer.
- 2.3. The Customer must ensure access is available to a standard 230V power supply on the Customer's Property (power usage of the equipment is minimal)
- 2.4. The Order will specify a maximum deliverable service speed, or a maximum deliverable service speed will be provided upon acceptance of the Order by Wildcard. This speed can also vary based on technical constraints which may not be known until the Service's Commencement Date such as, but not limited to line quality, or infrastructure distance. In the event that this speed is significantly less (less than 75%) than the maximum expected deliverable service speed, the Customer may decide to select a lower service package or apply for a speed based discount which may be provided by Wildcard within the Minimum Contract Term.
- 2.5. Following acceptance of the Order, Wildcard will endeavour to provide an expected date for the service to go-live ("Target Date") as soon as possible. The Target Date will depend on the technology used, the typical lead time from acceptance of the Order to the Target Date may be specified in the Order.
- 2.6. Following acceptance of the Order, a site-survey will usually be performed to establish the best method of delivery for the Service. In the event that extra works are required above those expected for a typical installation, Wildcard reserve the right to issue a Variation to the Order to cover these costs. The Customer may then accept these costs or cancel the Contract with no obligation, clause 8.4 of the General Terms and Conditions shall not apply to such a cancellation.

3. CONSENTS AND PERMISSIONS

- 3.1. Wildcard requires permission to install Apparatus on private land to provide the Service.
- 3.2. The electronic communications code set out in Schedule 3A of the Communications Act 2003 ("the Code") has been applied to Wildcard under Section 106 of the Code.
- 3.3. Apparatus shall be Electronic Communications Apparatus as defined by the Code.
- 3.4. Where the Customer is the freeholder owner of the Customer Property, long lease-holder or tenant under a lease of at least one-year for the Customer Property, they shall be known as the Occupier, and the following shall apply -
 - 3.4.1. Where the Occupier is a tenant under a lease they shall have obtained the appropriate consent or permission of their landlord prior to agreeing to these terms and conditions as applicable,
 - 3.4.2. The Occupier will grant Wildcard the rights to install, operate, keep and inspect their Apparatus, on, over or under the Customer Premise in addition to any other rights granted under the Code,
 - 3.4.3. Wildcard will install any Apparatus in a good safe, and workmanlike manner, to the satisfaction of the Occupier, and
 - 3.4.4. the rights granted under this agreement shall commence when the Apparatus is installed and shall end upon termination of the Service to the Customer, or by either party providing 12-months notice in writing.
- 3.5. Wildcard may require an Access Agreement granting permission to install our Apparatus from a third-party where the Customer is unable to grant us permission in accordance with 3.4, or where the Apparatus is required outside of the Customer Property to deliver the Service, for example in a multi-tenant office block.

4. SERVICE SPECIFIC DEFINITIONS

Minimum Contract Notice	One Calendar Month	This is the period of notice required to cancel the contract providing the Service.
Minimum Contract Term	1 Year or specified in the Order	Unless otherwise specified in the order paperwork the service will have a minimum term of 1 year