

# Business Broadband Services Description



connectivity  voice  mobile  data centre  cloud  connectivity

**m-business**

## 1 INTERPRETATION & ADDITIONAL DEFINITIONS

- 1.1 Unless the context otherwise requires, terms and phrases defined in our Terms and Conditions and the Services Order Form and the Fees List will have the same meaning when used in this Services Description.
- 1.2 In addition to Paragraph 1.1, the terms and phrases provided below will have the same meanings when used in each of our Terms and Conditions and the Services Order Form:

**“We”, “us”, “our” and “MT”** means Manx Telecom Trading Limited;

**“You”, “your” and “member”** means you, the customer;

**“ADSL2+”** means the MT Wholesale Asymmetrical Digital Subscriber Line network;

**“Broadband”** means the service we agree to provide you, which includes: asymmetric access to the Internet via the Manx Telecom Wholesale copper ADSL2+ or VDSL networks, including products such as Essential, Fast, UltraFast and SuperFast, plus helpdesk services and any other associated services we may provide from time to time;

**“Business Broadband”** means MT’s contended asymmetric Internet access product range using a fixed public IP address on the WAN interface of the router;

**“DDoS”** means Distributed Denial of Service

**“Fibre Broadband Business Service or Services”** means MT’s contended, asymmetric Internet access products delivered over fibre such as Essential Fibre, Fast Fibre, UltraFast Fibre, SuperFast Fibre, MegaFast Fibre and LightningFast Fibre;

**“FTTP”** means Fibre to the Premises and is the method used to provide asymmetric Internet access to the customer’s premises over fibre and without the requirement for a traditional copper telephone line;

**“Gbps”** means Gigabits per second, or thousand Megabits per second, and defines the bandwidth of a Broadband or FTTP service;

**“Kbps”** means Kilobits per second, or thousand bits per second, and defines the bandwidth of a Broadband or FTTP service;

**“Mbps”** means Megabits per second, or million bits per second, and defines the bandwidth of a Broadband or FTTP service;

**“Minimum Period of Service”** means the period from the service commencement date for the duration of the Contract term or such period as may be specified on the associated Services Order Form;

**“Network Terminating Equipment”** means the equipment installed within the customer premises that terminates the Manx Telecom external network and provides a suitable interface for the connection of customer equipment such as a

router and/or other such devices;

“**Service**” or “**Services**” means the MT Business Broadband or Business Fibre Broadband Service described in this Services Description;

“**Services Order Form**” means the application form completed by you to order Business Broadband or Business Fibre Broadband Services;

“**Serving Equipment**” means the equipment located within the Manx Telecom network providing the contracted service;

“**Unlimited**” means a Broadband Service with no monthly limit on the amount of data that may be used without additional cost;

“**VDSL**” means the MT Wholesale Very high speed Digital Subscriber Line network;

“**VDSL Plus**” means the enhanced MT Wholesale Very high speed Digital Subscriber Line network;

“**WAN**” means Wide Area Network, your link to the Internet;

“**Wires-Only**” means the service whereby we enable the Internet service on a copper or fibre line. You are required to purchase a suitable router from us which will be configured with your Broadband service details;

## 2 PROVISION OF SERVICES

2.1 Copper-delivered Broadband and FTTP business services provide one or more of the following features that will be detailed on the Order Form and our Price List:

2.2.1 One or more fixed public IP (Internet Protocol) addresses. Multiple IP address requests will require intended usage information prior to approval, per the European Regional Internet Registry (RIPE) requirement. You will need to provide details why additional fixed IP addresses are needed with your order.

2.2.2 MT-installed and maintained router (Managed Broadband service only)

2.2.3 Managed Service to include regular router configuration backups held by MT

2.2 MT Fast, UltraFast, SuperFast and Fibre Broadband Business Services are only available to customers whose line length falls within the appropriate service specification or service area. We will inform you of the services available at your premises before you place an order.

2.3 We will always provide the best MT Essential, Fast, UltraFast, SuperFast and Fibre Business Broadband speed possible that your line can technically deliver, however speeds can vary and fall for any given copper line length.

# Broadband Services for Business

## Services Description



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- 2.4 You agree to keep the service for the Minimum Period of Service as specified on the Services Order Form.
- 2.5 MT Essential, Fast, UltraFast, SuperFast Business Broadband services do not include the provision of Fixed Line Services necessary for connection to the ADSL2+, VDSL, VDSL Plus or VPlus networks. You are responsible for making a separate application for an appropriate MT Fixed Line Service and Calling Plan and for complying with the conditions applicable to it. Please refer to our Services Description – Fixed Line Services for information. We will not provide our Broadband services over another operator’s telephone line.
- 2.6 We agree to provide you with your chosen Broadband service as described in the Services Order Form. You agree to keep the Broadband service for the Minimum Period of Service as set out below:
- 2.6.1 All new Broadband services are subject to 24 months Minimum Period of Service.
- 2.6.2 All renewing Broadband services are subject to 24 months Minimum Period of Service.
- 2.7 If you choose to connect a router to the service which is not supplied by MT then we cannot guarantee the service will perform correctly, you agree that we will not be bound by the Service Care Level provided with your Service and that all faults which are reported will be treated on a best endeavours basis.
- 2.8 With the exception of the router you are responsible for providing a suitable PC and any other items of hardware or communications equipment necessary to enable you to access the Service.
- 2.9 If you select a Managed Service, we will pre-configure the router based on the information provided by you on the service order form. The managed router will be delivered and installed on-site by us. A maximum time of one hour will be allocated for the successful installation of the service; should a delay occur while on-site, that is outside of our control, any additional time will be charged at our standard time related charges rates, which can be viewed on our website [www.manxtelecom.com](http://www.manxtelecom.com). Delays outside of our control could be, but are not limited to, waiting for distant end VPN support, incorrect configuration information on the service order form or changes to configuration stated on the service order form.
- 2.10 If you select a Managed Service, MT will have sole access to the configuration of the router for the duration that you pay us for its management. This can be beyond the

period (normally the same as the contract term of the Service it's used on) for which you are paying for the router.

- 2.11 If you choose to continue to pay for the Managed Service beyond the contracted period described in 2.9 MT will continue the router's management as during the contracted period, however MT reserve the right to withdraw the management of a router if deemed by MT to be operationally justifiable to do so.
- 2.12 If, before the end of the contracted period of the Managed Service MT deems it operationally justifiable to withdraw the management of the router then we will offer a suitable replacement and continue to charge for it at the same rate for the remainder of the term.
- 2.13 Following the successful installation of a Managed Service, subsequent configuration changes may be requested by you and performed by us free of charge, if:
  - 2.13.1 the requested change is to be conducted within normal business hours (0900hrs to 1700hrs Monday to Friday). We will endeavour to complete changes within two working days after the request has been received and acknowledged by us;
  - 2.13.2 the change can be performed remotely, without a site visit;
  - 2.13.3 the change is not the second or subsequent change requested in any single calendar month; second and subsequent changes within a single calendar month will be charged at our time related charges rates.
- 2.14 We reserve the right to manage customer traffic across our network. This may involve restrictions to your service including, but not limited to, reduced connection speed, restriction of 'peer to peer' downloading or imposing specific usage limits. These restrictions may be used singularly or in conjunction with others. We undertake to use network management to deliver a fair service to all our customers.

### 3 BUSINESS BROADBAND SERVICES

- 3.1 If the MT-managed router experiences a failure that we cannot remedy within the Minimum Period of Service, where possible we will replace the router with the same model free of charge but in certain circumstances MT reserves the right to replace with a different model.

# Broadband Services for Business

## Services Description



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- 3.2 If the Minimum Period of Service expires without a contract renewal for the managed business broadband the router will be subsequently no longer supported by MT for hardware, software or firmware maintenance, however as long as the Customer continues to pay the monthly router management fee MT will continue to manage its configuration, as described in 2.12.
- 3.2 If the MT-managed router experiences a failure outside the Minimum Period of Service, the Customer will be required to sign a new managed business broadband contract to qualify for a new MT-managed router. If the Customer elects not to re-contract then the managed service will end and will no longer be required to pay the monthly router management fee.
- 3.3 MT Essential Business Lite, Business Lite Fast, Business Lite UltraFast, Business Lite SuperFast and MT Fibre Business Lite products offer a range of Wires-Only and Managed Service products that include one fixed public IP Address, assigned to the Broadband interface of the router. Additional fees may apply for the provision of additional fixed public IP addresses, subject to approval.
- 3.4 MT's Broadband services are presented at the customer premises with an RJ45 socket for connection to suitable customer premises equipment such as a router. Unless a Managed Service has been purchased the connection of this customer premises equipment is the responsibility of the customer. The RJ45 socket may be embedded in the Network Terminating Equipment or a plug-in filter.

## 4 CHARGES

- 4.1 You agree to pay all charges for the service as specified in the Price List.
- 4.2 Unless otherwise specified in the Price List, all charges are payable in advance. Unless we notify you to the contrary, liability for charges will start from the day on which your line is activated for the Service.
- 4.3 Unless the Price List provides otherwise, all charges for the service are exclusive of Value Added Tax which you must also pay to us.
- 4.4 You agree to pay for the service by way of your Manx Telecom monthly bill.
- 4.5 If you purchase a Managed Service the charges will comprise:
  - 4.5.1 The fixed line fee (if the Broadband service is to be delivered over a fixed copper line) plus call tariff.

- 4.5.2 The Broadband Managed Service fee.
- 4.5.3 The router management fee.
- 4.5.4 The router fee is payable either outright, or via 24 monthly instalments for the duration of the contract term only, after which it will no longer be charged for unless a new contract term is signed, entitling you to a new managed router to be installed.
- 4.6 All our Broadband services are billed on a per line basis.
- 4.7 Should an ordinary dial up modem remain connected to your PC and if, as a result of your Internet use, a premium rate dialler is installed on your computer, or your computer is infected by a virus that causes it to connect to the Internet via a premium rate dialler, with or without your knowledge, you will be responsible for any charges incurred. It is your responsibility to ensure that adequate steps are taken to prevent this occurring by the disconnection of hardware and/or the installation of appropriate software and, where necessary ensuring this software is kept up to date.
- 4.8 Downgrades between services are not permissible within the Minimum Period of Service as stated on the Services Order Form. Upgrades are permissible within the Minimum Period of Service, but are subject to line length limits and may be subject to additional charges and new 24-month Minimum Period of Service.

## 5 SERVICE CARE LEVELS

- 5.1 For information on our service levels please refer to our description of Service Care Levels that can be found on our web site [www.manxtelecom.com/terms](http://www.manxtelecom.com/terms)

## 6 DDoS

- 6.1 The services detailed in this Services Description do not include protection against DDoS attack.



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