



# Consumer Broadband Services Description

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**manx telecom**

# Consumer Broadband Services Description

## Broadband services delivered over fibre and copper lines

### 1. INTERPRETATION & ADDITIONAL DEFINITIONS

- 1.1 Unless the context otherwise requires, terms and phrases defined in the Terms and Conditions and the Services Order Form and the Fees List will have the same meaning When used in the 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 the General 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 ADSL 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.

**“Fibre Broadband Service or Services”** means MT asymmetric Internet access products delivered over fibre such as First Class Wi-Fi 30 Mbps, First Class Wi-Fi 100 Mbps, First Class Wi-Fi 200 Mbps, First Class Wi-Fi 500 Mbps and First Class Wi-Fi 1000 Mbps. These services are covered by their own specific FTTP Service Descriptions available on our website [www.manxtelecom.com/terms](http://www.manxtelecom.com/terms)

**“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 Broadband or Fibre Broadband Service described in this Services Description;

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

“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 BROADBAND UNLIMITED SERVICES

- 2.1 MT Fast Broadband services are available to customers whose line length is less than approximately 2.5 kilometres between customer premises and Serving Equipment.
- 2.2 MT UltraFast Broadband services are available to customers whose line length is less than approximately 1 kilometre between customer premises and Serving Equipment.
- 2.3 MT SuperFast Broadband services are available to customers whose line length is within approximately 300 to 400 Metres between customer premises and the Serving Equipment.
- 2.4 Fibre Broadband services are available to customers whose premises are within an area that is served by the MT Wholesale FTTP fibre coverage.
- 2.5 We will always provide the best speed possible, based on the Broadband service you purchase, that your line can technically deliver, however speeds can vary and fall within a typical speed range for any given line length. We will inform you of your typical speed range when you order a Broadband service.
- 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 MT Essential Broadband services are accessed via an MT Wholesale ADSL2+ circuit. MT Fast Broadband services are accessed via an MT Wholesale VDSL circuit. MT UltraFast and SuperFast Broadband services are accessed via an MT Wholesale VDSL Plus circuit, with Superfast utilising VDSL2 Profile 35b and Bandplan 998ADE35 for enhanced performance. Fibre Broadband services are accessed via an MT Wholesale FTTP circuit. These services do not include the provision of Fixed Line Services necessary for connection to the MT Wholesale ADSL2+, VDSL or VDSL Plus 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 or fibre.
- 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 We reserve the right to manage customer traffic across our network. This may involve restrictions to your Broadband 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.
- 2.10 MT Essential, Fast, UltraFast and SuperFast Broadband services and Fibre Broadband services are presented at the customer premises with an RJ45 socket for connection to suitable customer premises equipment such as a router. The connection of this customer premises equipment is the responsibility of the customer. The RJ45 socket may be integrated in the Network Terminating Equipment, or presented as a plug-in filter (for use with Essential Broadband services only).
- 2.11 The support and maintenance of all equipment within the customer premises connected to the Network Terminating Equipment is not covered under the services detailed in this Services Description.
- 2.12 All Broadband products detailed in this Service Description are contended at 50:1, meaning it is possible that up to fifty Broadband circuits may share the advertised maximum bandwidth for that service.

### 3. CHARGES

- 3.1 You agree to pay all charges for the Broadband service as specified in the Price List.
- 3.2 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 Broadband service.
- 3.3 Unless the Price List provides otherwise, all charges for Broadband services are exclusive of Value Added Tax which you must also pay to us.
- 3.4 You agree to pay for the Broadband service by way of your MT monthly bill.
- 3.5 We reserve the right to vary any of the charges for Broadband services at any time but we will give you 14 days' notice before the new charges become effective.
- 3.6 All our Broadband services are billed on a per line basis.
- 3.7 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, such as but not exclusively by the installation of appropriate software and, where necessary ensuring this software is kept up to date.

### 3.8 Service upgrades and downgrades.

- 3.8.1 Upgrades between MT Essential, Fast, UltraFast and SuperFast Broadband and Fibre Broadband services may be completed at any time.
- 3.8.2 Downgrades between MT Essential, Fast, UltraFast and SuperFast Broadband and Fibre Broadband services may be completed at any time unless you are within the Minimum Period of Service and will invoke a new 24 month Minimum Period of Service.
- 3.8.3 Changing from any Capped service to any Unlimited service is permitted at any time and will invoke a new 24 month Minimum Period of Service.
- 3.8.4 Changing from any Unlimited service to a Capped Service, or from a Capped Service to another Capped service, is not permitted at any time.
- 3.8.5 As a Manx Telecom Broadband customer, if you move to a property where the same service is not available, and you are within an initial Minimum Period of Service, you will be liable for the difference in the monthly rental between MT Essential, Fast, UltraFast, SuperFast or Fibre Broadband service and the service taken at the new property for the remaining months of the initial Minimum Period of Service at the rates applicable when you subscribed to MT Essential, Fast, UltraFast, SuperFast or Fibre Broadband service.
- 3.8.6 Changing between MT Essential, Fast, UltraFast, SuperFast or Fibre Broadband services will be chargeable as specified in our Price List and subject to line length limits as appropriate.

### 3.9 Where a Capped service is provided, you agree that;

- 3.9.1 The measuring of data sent and received through the service will be performed by equipment installed in Manx Telecom premises and that the amounts recorded by that equipment will be the measure used to determine your total data usage each month. Data will include email, Internet browsing and any other application or service the use of which results in data being sent or received using the service. In the event of any dispute arising between you and us regarding the amount of data recorded in each calendar month, the recording of data amounts by Manx Telecom will take precedence.
- 3.9.2 The amount of data that will be considered as your monthly data limit will be that specified in the Price List for the service provided to you.
- 3.9.3 Should your monthly data limit be reached, in order to continue with full access, you will need to pay an Additional Usage Charge by credit/debit card to regain service for the remainder of the calendar month. The amount you will pay will be a fixed charge regardless of the number of days remaining during the month. If you do not agree to pay this amount the speed of your service will be restricted until the following calendar month or until such time as you pay the charge, whichever occurs first.
- 3.9.4 Upon reaching 80% of the monthly data limit an on-screen message will be automatically presented notifying of the event and requiring the user to acknowledge receipt before continuing to access the Internet.
- 3.9.5 Payment of the additional usage charge is by credit/debit card only; it cannot be added to a telephone account.
- 3.9.6 Where the speed of service is reduced due to reaching the limit of the data transfer cap, the suspension will apply to Internet, email and any other service or application the use of which requires an Internet connection.

#### 4. CUSTOMER PREMISES EQUIPMENT

- 4.1 For all types of service detailed within this Services Description it is obligatory that You purchase an approved router from MT for use with the associated Essential, Fast, UltraFast, or SuperFast Broadband service. The router is purchased by You as a separate item to the broadband service. If purchased over 24 monthly payments the router will be included in your monthly MT bill for 24 months. You may also purchase the router in a one-off payment at the time of Service order.
- 4.2 The use of the router model described in 4.1 ensures that the service we provide is not adversely affected by non-approved devices and must be used in accordance with any configuration instructions provided by Manx Telecom. The connection of a non-approved device or use of non-approved configuration may have an adverse effect on both your Broadband service and that of those customers connected to the same shared Serving Equipment within the Manx Telecom Wholesale network.
- 4.3 If you choose to connect a device other than that provided to you by Manx Telecom we cannot be held responsible in any way for its performance or that of the associated Broadband service to which it is connected.
- 4.4 If you choose to connect a device other than that provided to you by Manx Telecom we reserve the right to downgrade or cease the associated service without notice if, in our opinion, there is a detectable degradation to either your service or that of any other customer connected to the same shared Serving Equipment within the Manx Telecom network.



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