

# Fibre To The Premises Services Description

For services provided post-1 June 2022 with rented network equipment

# Fibre To The Premises Services Description

For services provided post-1 June 2022 with rented Technicolor equipment

## 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.

**“Broadband, Fibre Broadband Service” “Service” or “Services”** means the service we agree to provide to you which includes MT asymmetric Internet access products delivered over fibre such as Fibre Zero, Basic Fibre Broadband, Essential Fibre Broadband, Pro Fibre Broadband, Ultimate Fibre Broadband and Lightning Fibre Broadband. Also, Business Basic Fibre Broadband, Business Essential Fibre Broadband, Business Pro Fibre Broadband, Business Ultimate Fibre Broadband and Business Lightning Fibre.

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

**“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;

**“Minimum Period of Service” or “Contract”** 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;

**“Optical Network Terminal”** 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;

**“Services Order Form”** means the application form to order Fibre Broadband Services.

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

**“MT Wi-Fi EasyMesh Hub”, “Router”, “Wi-Fi Extender” or “Network Equipment”** means the devices supplied to you for the duration of the contracted service.

**“Wi-Fi Experts Team”** means the support service we will deploy to try and resolve issues within the home

**“Average Speed”** means the advertised average service speed of your service based from MT network testing

**“Peak Times”** means the period between 8pm and 10pm daily when average speeds are measured

**“Faster Fibre Promise”** means ability for you to upgrade to MT Fibre, after 12 months on an MT Copper Broadband service, without paying an early termination fee on your copper service, where fibre is available.

**“Mbps”** means Megabits per second, or million bits per second, and defines the bandwidth of a FTTP service when advertising the Average Speed

**“Kbps”** means Kilobits per second, or thousand bits per second, and defines the bandwidth of a FTTP service when advertising the Average Speed

**“Unlimited”** means no monthly limit on the amount of data that may be used via the Broadband Service;

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

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

## 2. PROVISION OF FIBRE BROADBAND SERVICES

2.1 Fibre Broadband services are available to customers whose premises are within an area that is served by the MT Wholesale FTTP fibre coverage.

2.2 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:

2.2.1 All new Broadband services are subject to 24 months Minimum Period of Service.

2.2.2 All renewing Broadband services are subject to 24 months Minimum Period of Service.

2.3 Basic Fibre Broadband, Essential Fibre Broadband, Pro Fibre Broadband, Ultimate Fibre Broadband and Lightning Fibre Broadband are provided with a dynamic IP address for connection to the internet. Business Basic Fibre Broadband, Business Essential Fibre Broadband, Business Pro Fibre Broadband, Business Ultimate Fibre Broadband and Business Lightning Fibre Broadband are provided with a single fixed IP address for connection to the internet. All services include one router plus one Wi-Fi EasyMesh hub rented for the duration of the service provision. Contingent upon your service remaining within a contract term;

2.3.1 MT's Wi-Fi experts team will supply, install and support the router and Wi-Fi EasyMesh hub

2.3.2 MT's Wi-Fi experts team will be made available to visit a customer's property at and post install to optimise the customer's Wi-Fi environment

2.3.3 If additional Wi-Fi EasyMesh hubs are recommended by the installing engineer, or later by MT's Wi-Fi experts team to ensure satisfactory coverage around the property these will be available to rent at additional cost.

2.3.4 If you choose to refuse to rent any additional Wi-Fi EasyMesh hubs that we recommend for an optimal Wi-Fi environment we cannot guarantee Wi-Fi coverage will be optimal and we may notify you that we are unable to provide further Wi-Fi investigations or enhancements

2.3.5 MT's Wi-Fi experts team will have remote access to monitor, diagnose and optimise the rented equipment and Wi-Fi environment

2.3.6 MT reserves the right to swap out the Network Equipment at any time, whether the equipment is performing adequately or not, with such equipment deemed suitable to ensuring continuation of service but does not entitle you to additional Wi-Fi Extenders which can be provided at an additional cost, due to the size and nature of your property. Furthermore, MT does not guarantee the exact make or model of the Network Equipment to be deployed to your property which may be refurbished, as-new, devices.

2.3.7 All routers supplied will be talk ready and capable of connecting a customer's existing Digital Cordless telephone to an MT Talk Over Fibre voice package, subject to you purchasing this package.

2.3.8 Services requiring multiple fixed IP addresses or Business Managed services are subject to their own applicable Business FTTP Service Description.

2.3.9 MT does not guarantee product replacement at the end of the 24 month period unless there is a required reason in order to ensure continuation of the service

- 2.4 If you require a talk package you should order an MT Talk Over Fibre Calling Plan. Please refer to our Services Description – Talk Packages over Fibre. We will not provide MT Talk Over Fibre or Broadband services over another operator's fibre network.
- 2.4 With the exception of the Optical Network Terminal, router and EasyMesh Hub 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. You are responsible for the maintenance of this equipment and ensuring it is appropriately patched and secured.
- 2.5 All services have unlimited data to use although 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.
- 2.6 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 bandwidth for that service.
- 2.7 MT's Fibre Broadband services are presented at the customer premises with an Optical Network Terminal with Ethernet socket for connection to suitable customer premises equipment such as a router.

### 3. AVERAGE SPEED CLAIMS

- 3.1 The average broadband speeds notified to you at point of sale and updated monthly on our website do not represent a guarantee that you will receive these speeds.
- 3.2 The average speed you can expect to receive for the broadband product you have chosen, at Peak Times, between 8pm and 10pm daily, will be published on our website and updated on a monthly basis. If you find that you are unable to receive the average speed published for your chosen product at Peak Times, and when tested with a wired connection to the network equipment supplied by us, please let us know and we will assign our Wi-Fi Experts Team who will endeavor to optimise your broadband service.
- 3.3 If, following our investigations into the speed related issues that you have reported to us, we find and notify you that the average Broadband speed for your chosen product and service location is operating within our acceptable parameters, plus or minus 20%, we will consider this investigation closed. If your average speed falls outside of our acceptable parameters and you remain unhappy with our service and support we will allow you to

exit your contract by providing us with 30 days notice and returning all your rented equipment, subject to clause 4.8 equipment return.

- 3.4 We will conduct Average Speed tests via our speed test server utilising the supported network equipment that we have provided. Our tests will record connection speeds available by Broadband product type to the internet at Peak Times. To ensure the integrity of our networks testing is conducted as follows;
- We have designed test scripts to test our entire router enabled base monthly
  - Tests are run by 9 x geographical postcode areas and by product – using the first postcode 3 digits i.e. IM1 to IM9
  - 9 x tests are run, 1 per postcode area, per minute between 8pm and 10 pm daily
  - Tests start with the newest supplied customer first, then cycle through all customers by unique circuit number
- 3.5 The service range of Wi-Fi and performance of wireless equipment can vary significantly according to the layout and the position of your router and other wireless or electrical equipment within your property. Our Wi-Fi Experts Team can help you optimize and may, depending on the size and configuration of your property, recommend additional Wi-Fi EasyMesh Hubs, see clause 2.3.
- 3.6 Other factors can also impact internet speeds, such as the number of people using the MT broadband network, the level of use of the global internet, the popularity of the specific internet content that you are trying to access at a point in time, and other environmental or technological factors impacting your local in-home network and or internet network performance. MT does not guarantee that your access to the internet will be free from fault or disruption.

#### 4. CHARGES

- 4.1 You agree to pay all charges for the Broadband 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 Broadband service.
- 4.3 Unless the Price List provides otherwise, all charges for Broadband services are exclusive of Value Added Tax which you must also pay to us.
- 4.4 You agree to pay for the Broadband service by way of your MT monthly bill.
- 4.5 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.
- 4.6 All our Broadband services are billed on a per line basis.
- 4.7 Unless otherwise stated all Broadband services may be subject to a price increase each January of 5% or Retail Price Index, whichever is greater.

- 4.8 Equipment return. If you fail to return the rented router and EasyMesh hubs within 60 days following the cancellation of your service, or devices are damaged beyond economical repair, we will charge you for their replacement. This charge will be our cost for the devices plus our administration and handling charge to replace the device. The non-return equipment charge will be added to your MT bill. Payment of the non-return equipment charge does not transfer ownership to you, the rented equipment belongs to us at all times. This charge will be published on our website alongside the charge for your product.
- 4.9 Rented devices that we find to be causing a fault with the service will be replaced or fixed whilst you are within the Minimum Period of Service as detailed in Clause 2.2.3. Devices requiring replacement due to a fault outside of the Minimum Period of Service or due to loss or physical damage on your part at any time will be charged to you as per clause 4.8. We may charge for any associated engineering visit and works if a fault is deemed to be due to your actions or omissions that have damaged or impacted the service or our service equipment.

## **5 SERVICE UPGRADES AND DOWNGRADES**

- 5.1 Upgrades between MT Basic Fibre, Essential Fibre, Pro Fibre, Ultimate Fibre and Lightning Fibre Broadband, including all Business options described in Clause 1.2, services may be completed at any time and will invoke a new 24 Month Minimum Period of Service.
- 5.1.1 Downgrades between MT Basic Fibre, Essential Fibre, Pro Fibre, Ultimate Fibre and Lightning Fibre Broadband Services, including all Business options, can only happen if you are not within the Minimum Period of Service and will invoke a new 24 month Minimum Period of Service.
- 5.1.2 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 the Fibre 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 your MT fibre service.
- 5.1.3 Changing between MT Fibre Broadband services will be chargeable as specified in our Price List and subject to service availability as appropriate.

## **6. EQUIPMENT AND SOFTWARE**

- 6.1 For all types of service detailed within this Services Description you are required to use the network equipment described in Section 2.3
- 6.2 All rented equipment remains the property of MT at all times. You must look after it and not dispose, damage, destroy or otherwise interfere with it, unless we ask you to.
- 6.3 Payment of any non-return equipment charge does not transfer ownership, you must still return the rented equipment. If the rented equipment is returned after any non-return charge is levied. It is at our absolute discretion whether we refund this charge to you.



- 6.4 Should you choose to use remove the rented equipment supplied by us and use your own you agree to absolve us of any requirement to provide Service Care Level guarantees, commitments for average speed claims, Wi-Fi Experts support or any device replacement or support associated with this service. We will not commit to resolving any fault to your satisfaction and any engineering investigation, including but not limited to engineering visits, may be chargeable.
- 6.5 If you choose to connect a device, or alter the configuration of a device, other than that provided to you by Manx Telecom we reserve the right to downgrade or cease your associated service without notice, if in our opinion, there is a detectable degradation or risk to either your service or that of any other customer or network equipment within Manx Telecom's Broadband network.
- 6.6 You must let us update, upgrade or replace software relating to a service or the rented equipment. Software changes might happen automatically and without prior notice.
- 7 SERVICE CARE LEVELS**
- 7.1 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)
- 8 DDoS**
- 8.1 The services detailed in this Services Description do not include protection against DDoS attack.



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