

Internet

Terms & Conditions

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Document Reference	Internet Data Comms Terms & Conditions MAR 2018 v1-1		
Document Version	1-1		
Document Date	March 2018		
Revision History	Date	Version	Reason
	24/01/17	1-0	Document Created
	6/3/17	1-1	Revision Published

Internet Data Comms Terms of Service

Ordering and Provision Terms and Conditions	
Order	Lanmark Limited shall either provisionally accept or reject the order submitted by the Client. Provisional acceptance shall be provisional on any necessary site and installation surveys. Provisional acceptance shall not be binding on Lanmark Limited as regards any desired installation or commencement dates which shall be indicative only
No Lease Clause	Where a third-party service is being ordered in advance of a client's lease and/or rental agreement being legally complete, you accept that all site surveys are subject to Landlords and/or representing solicitors permission. Should any site survey/site access be refused, you will be liable to pay all associated charges, fees and/or administration costs. Where Landlord Wayleave cannot be legally granted your order will be subject to delays in order processing, provisioning and service delivery. Subsequent order cancellation for whatever reason will mean you are liable for all associated charges, fees, administration costs including any subsequent costs from subcontractors and all involved third-party companies, including but not limited to the full agreement value of the service being ordered.
Excess Construction Charges	The Client accepts that additional charges where the provision of the Ethernet Service, or part thereof, requires the provision of resources that exceed the level of resource which would normally be required to supply such service ("Excess Construction Charges"). Lanmark Limited shall notify the Company of any such Excess Construction Charges as set out in the Service Literature. The Client shall either accept such Excess Construction Charges, in which case they shall be deemed to be incorporated in the Order and a revised Order will be reissued to include such charges, or reject them, in which case the order will be deemed to be cancelled. If the Client neither accepts nor rejects the Excess Construction Charges the order will be automatically cancelled by Lanmark Limited 14 days after notification of such charges. Although Excess Construction Charges are typically identified following site survey, it is possible in certain circumstances that they may arise later on during the provisioning process if, following an attempt to deliver the Service, additional infrastructure, work is required to provide the Service.
Service Provision	Lanmark Limited reserves the right not to provide the Ethernet Service to any site and to withdraw its provisional acceptance of an order for reasons including, but not limited to: a) The distance between a site and the point of presence of its underlying service provider; b) If a site survey finds that a site is not suitable for the provision of the Ethernet or Broadband based backup Service; or c) If the Client does not agree to pay the Excess Construction Charges or any other Charges
Delivery Date	The Contractual Delivery Date may be later than the End User Required Date if a) the End User Required Date falls before the minimum order lead times, or b) the underlying service provider encounters delays (including, but not limited to, complications connected with the site survey) which could not reasonably have previously been foreseen
Cancelling the Order	If the Client cancels an ordered Service or any part of it, notwithstanding that such order has only been provisionally accepted by Lanmark Limited the Client agrees to reimburse Lanmark for any costs it has incurred in preparing to deliver the Ethernet Service. Lanmark will take all reasonable steps to mitigate any such costs. If the Order includes any Excess Construction Charges, such charges will be payable in full by the Client on cancellation of an ordered Service.
Installation dates	If the Client cancels a planned installation after 12:00 p.m midday on the Business Day 48 hours immediately prior to the installation date Lanmark Limited shall be entitled to charge the Client with the full amount which it would otherwise have charged for the aborted installation or, in the case of planned out of hours installations, 1.5 times its standard installation charge for planned installations after 17:30

	on Business Days and Saturdays and 2 times its standard installation charge for planned installations on Sundays.
Support	Unless otherwise stated in this agreement or where you have a support agreement in place with Lanmark (that covers the support of the service outlined in this document) your support will be managed directly by the outlined service provider as per their published support terms. Lanmark will assist in confirming a fault with the provider; this service does not including engaging in troubleshooting or any remedial service.
Agreement Renewal and Termination	
Termination	The Client can terminate the agreement at any time giving no less than 90 days written notice. The Client will be required to settle in full the balance of Net Total detailed above before termination of the agreement. Please note early termination fees may also apply from both Lanmark and/or the Service Provider and you will also be held liable for these charges in addition to the settlement figure (full balance).