



Quickline Communications Limited
New Business Customer Sign Up Pack

Revision
22/03/2010

AGREEMENT FOR FIXED WIRELESS BROADBAND INTERNET ACCESS

This Agreement, comprising this page, continuation pages , Schedules and Appendices and the General Terms and Conditions, signed by both parties, effective from the Quickline Order Acceptance Date as detailed below, is made between the Parties. All defined terms are as per section 1 "Definitions" of the General Terms and Conditions or as defined in the relevant Schedule or Appendix

Main Contact: (Print Full Name) Telephone _____ Mobile _____ email _____	Company Name: _____ Invoice Address Invoice email* *All invoices are emailed please include a valid address
Company Number: (if applicable) _____	VAT registration Number: (if applicable) _____
Order taken by Company (if applicable) _____ Signed _____ Print Name _____ Order Acceptance Date: _____	Site Address (if different): Site Contact _____ Telephone _____ Mobile _____ email _____
Accepted by Quickline Communications Ltd ("Quickline") Riverbank, Kelk, Driffield. YO25 8HG Company Registered number: 05034183 Signed _____ Print Name _____ Order Acceptance Date: _____	Signed by the Customer Miss/Ms/Mr (delete as appropriate) [Print Name] _____ Customer Signature Date: ____ / ____ / ____ Customer Purchase Order Reference _____

Faxback 01482 247366
Or admin@quickline.co.uk

SCHEDULE A: INVOICE PROFILE

Quickline will provide the service in accordance with the services levels as detailed in Appendix 4 for which the Customer shall provide payment in accordance with the following profile. Invoicing shall begin on the service commencement date and is payable on the date of the Quickline invoice. The target service commencement date is 10 business days following the Quickline order acceptance date.

A1(a)	SERVICE TYPE:	Business SDSL (£295+vat standard Install*) QuickSTART <input type="checkbox"/> £55/month QuickBIZ ¹ <input type="checkbox"/> £75/month QuickBIZ ² <input type="checkbox"/> £95/month Business Leased Line (£495+vat standard Install*) QuickSTREAM ¹ <input type="checkbox"/> £225/month QuickSTREAM ² <input type="checkbox"/> £395/month QuickSTREAM ⁵ <input type="checkbox"/> £695/month QuickSTREAM ¹⁰ <input type="checkbox"/> £995/month <i>*For description of standard install please refer to Appendix 3</i>	
	ADDITIONAL or NON STANDARD SERVICE		
A1(b)	CHARGES:	Installation	£
		Rental:	£
A2	CONTRACT TERM (if not 24 months):	_____ Months	
A3	PAYABLE (if not monthly):	quarterly: <input type="checkbox"/>	annually : <input type="checkbox"/>

Quickline radio equipment and software supplied to the Customer as part of this Agreement remains the property of Quickline at all times.

GENERAL TERMS AND CONDITIONS

1 Definitions:

In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

"Agreement"	means this agreement for fixed wireless broadband internet connectivity comprising the front page(s), Schedules and Appendices and these General Terms and Conditions.
"Quickline Company"	means any company which is a subsidiary or holding company of Quickline Communications Limited and any subsidiary of any such holding company; "subsidiary" and "holding company" having the meanings given to them in Section 736 of the Companies Act 1985.
"Quickline Equipment"	means any equipment which Quickline provides and locates at the Sites including any specifically detailed at the beginning of this Agreement.
"Business Hours"	means between the hours of 8am and 6pm Monday to Friday excluding public holidays.
"Charges"	means the sums payable by the Customer for the Services detailed in Schedule A – Invoice Profile.
"Customer Equipment"	means any equipment (other than Quickline Equipment) used by the Customer at the Sites in order to obtain the Services.
"Commencement Date"	means the date on which Quickline makes the Services available to the Customer.
"Force Majeure"	means any event beyond the Party's reasonable control including without limitation any act of war or civil war (whether declared or not), military operations, civil unrest, act of terrorism, inclement weather, flood, drought, lightning or fire, failure or shortage of power supplies, unforeseen environmental circumstances, obstructions to line of site arising after survey, legal or illegal accidental or malicious interference from other radio stations, equipment or networks, strike, lock-out, trade dispute or labour disturbance, the act or omission of Government, highways authorities, other telecommunications or utility operators or administrations or other competent authority, difficulty, delay or failure in manufacture or supply of goods or services by third parties.
"General Terms and Conditions"	means the terms and conditions set out herein.
"Insolvent"	means if the Customer convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Customer or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).
"Invoice Profile"	means the timings of invoicing by Quickline as stated in Schedule A.

"Misuse"	any use by the Customer which: <ul style="list-style-type: none"> (i) does not comply with any legislation or licence relevant to the Customer; (ii) is any way unlawful; (iii) does not comply with any instructions provided by Quickline; (iv) includes to send, receive, upload, download, use or re-use any information or material which is or which may be considered to be offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; (v) includes to send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided using the Service.
"Order Acceptance"	means the acceptance of the order by Quickline following receipt of all required information, including but not limited to, wayleaves, line of site verification, installation surveys other landlord consents.
"Services"	means those services to be supplied as detailed in this Agreement.
"Service Termination Point"	means the physical connector between the Quickline Equipment at each Site and the Customer Equipment as set out in Schedule B – Installation Details.
"Sites"	means Customer locations (or 3 rd party locations where the Customer has a physical presence) at which the Services are to be provided, as set out in Schedule B: Installation Details.
"Target Commencement Date"	means the date by which Quickline shall use all reasonable endeavours to provide the Services, as detailed in Schedule A: Invoice Profile. Such date shall be subject always to Order Acceptance, power availability, access to Site and events of Force Majeure.
"Telecommunications Network"	means the telecommunication system(s) used for the provision of the Services.
"Term"	means the initial minimum period for which the Services shall be provided as set out in Schedule A: Invoice Profile.

- 1.1 Quickline will supply and the Customer will purchase Services as specified in this Agreement.
- 1.2 No variation to this Agreement shall be binding unless agreed in writing between the Customer and an authorised representative of Quickline.
- 1.3 In the event that the Customer shall follow or act or rely upon any advice, recommendation, representation or warranty given by Quickline other than in writing it shall do so entirely at its own risk.
- 1.4 The headings and table of contents in this Agreement are for guidance only and shall not affect its construction or interpretation. References in this Agreement to clauses, schedules, appendices and annexes are unless otherwise stated references to the clauses of, and schedules, appendices and annexes to, this Agreement.
- 1.5 Any typographical, clerical or other such error or omission in any sales literature, quotation, price list, invoice or other similar document or information issued by Quickline shall be subject to correction without any liability to the Customer by Quickline. In the event of such an error, commercially affects either Party, then the parties hereby agree that in such instances, either Party shall retain the right, without liability, to cancel the Services (in whole or in part) to the extent that such Services have been affected by such error or omission, giving 30 days written notice.

1.6 References in this Agreement:

- 1.6.1 to any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment of such act for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder and any condition attaching thereto.
- 1.6.2 importing the singular, include the plural and vice versa
- 1.6.3 importing a gender shall include all genders;
- 1.6.4 to "include" or "includes" or "including" or "in particular" shall mean without limitation;
- 1.6.5 to persons shall include individuals, bodies incorporate, unincorporated associations and partnerships and any other person having legal capacity and shall include the permitted transferees and assigns of such persons
- 1.6.6 to the holder of any office or position of responsibility shall include references to such persons as may from time to time be appointed by the parties to exercise the functions of the holder;
- 1.6.7 to any service, service level, period, charge, report or other matter or item as described, listed or specified in this Agreement shall include references to such service, service level, period, charge, report or other matter or item as may be removed, replaced, amended or added to by the parties, in writing, from time to time under the terms of this Agreement; and
- 1.6.8 to "documents", "records", "books" and "data" shall include information contained in computer programs and disks and records or other machine readable form or records kept otherwise than in a legible form but capable of being produced in a legible form.

2 Installation and Service Provision:

- 2.1.1 Quickline hereby reserves the right to assign its obligations under this Agreement through an Quickline Company or sub-contractor.
- 2.1.2 For the avoidance of doubt, ownership of Quickline Equipment does not pass to the Customer under this Agreement. However, it is the Customer's responsibility to make provision for the replacement of Quickline Equipment which is damaged or lost or which is beyond fair wear and tear.
- 2.1.3 If Quickline has been unable to commence or complete Installation in order to commence the Service by the target commencement date, the sole reason being the inability of Quickline to obtain required information or assistance from the Customer, or a Customer act or omission, Quickline shall be entitled at the Target Commencement Date to invoice the Customer for the full Installation charge and the Customer shall be obliged to pay the same, as if Installation had been completed.
- 2.1.4 Quickline shall provide the relevant Service in accordance with the General Terms and Conditions. Quickline shall only be obliged to provide the Service to the agreed Service Termination Point.
- 2.1.5 Subject to clause 2.3 and occurrences of Force Majeure, Quickline shall use its reasonable endeavours to provide access to the Services from the Target Commencement Date.

3 Changes to the Telecommunications Network or Services:

- 3.1.1 Quickline reserves the right at any time to make any modification, change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety or other statutory requirements or where such modification, change, addition or replacement does not materially detract from, reduce or impair the overall quality or performance of the Services provided that any such modification, change, addition or replacement is carried out at Quickline's expense.
- 3.1.2 Should the Customer have any queries regarding the Service provided under this Agreement, or have any requests for changes to the Service, they should be addressed to the Quickline Customer Service Team:

UK: 01482 247365

From overseas: +44(0)1482 247365

Email: support@quickline.co.uk

Facsimile: +44 (0)1482 247366

3.2 Access to Site

- 3.2.1 To enable Quickline to exercise its rights and carry out its obligations under this Agreement the Customer shall ensure that any person(s) authorised by Quickline will have reasonable access to the Sites, the Service Termination Points and Quickline Equipment and will also ensure that Quickline has access to such facilities and is given such co-operation at the Sites as Quickline shall reasonably request.
- 3.2.2 Quickline will normally carry out the work referred to in Clause 3.2.1 during Business Hours but may, on reasonable notice, require the Customer to provide access at other times.
- 3.2.3 Should the need arise for special arrangements or equipment in order that access can be attained, these will be agreed between the parties of which circumstances are outlined in Appendix 5.

4 Customer Equipment:

- 4.1.1 The Customer shall be responsible at all times for the safety, safe custody and safe use of the Quickline Equipment whilst it is in the Customer's custody and in particular, but without limitation, the Customer will be liable to Quickline for any loss or damage to the Quickline Equipment except in so far as it can be shown that any such loss or damage is attributable to the negligent act or omission of Quickline.
- 4.1.2 In the event Quickline require space at the Sites for termination equipment in order to provision the Services, the Customer shall provide such space to Quickline without charge, for the duration of this Agreement.
- 4.1.3 The Customer shall provide a clean or protected 13A mains power outlet to within 5m of where the Quickline [customer equipment] is to be sited.

5 Suspension of Services:

- 5.1.1 Quickline may without terminating this Agreement suspend provision of any Services in whole or in part with immediate effect if:
- 5.1.2 Quickline has reason to terminate this Agreement in accordance with Clauses 8.1.1.1, 8.1.1.2 or 8.1.1.3 herein;
- 5.1.3 Quickline is obliged to comply with an order, instruction or request of Government, an emergency services organisation, or other competent administrative authority. For the avoidance of doubt, this applies equally to obligations placed on Quickline, any Quickline Company or any Quickline sub-contractor that is providing the Services;
- 5.1.4 Quickline needs to carry out work relating to upgrading or maintenance of the Service or Telecommunications Network or the owner of the Telecommunications Network has to carry out such upgrading or maintenance work. This right is subject to Quickline giving to the Customer in writing a reasonable period of notice;
- 5.1.5 Quickline needs to carry out emergency maintenance for which it can't give the Customer notice; or
- 5.1.6 Quickline has reasonable suspicion that the Customer (including Customer's employees, contractors or agents) is guilty of Misuse.
- 5.1.7 Quickline's right to suspend the Service pursuant to Clause 5 is without prejudice to its rights of termination under any right under this agreement.

6 Charges and Payment:

- 6.1.1 The Customer shall pay the Charges in accordance with Schedule 1: Invoice Profile.
- 6.1.2 Payment of all sums due under this Agreement shall be made within twenty eight days of the date of each relevant invoice.
- 6.1.3 Should the Customer need to raise a Purchase Order in regard to this Agreement for internal budget reasons or require a payment reference number to be provided on all invoices, the Customer shall detail the required reference number on the signature page of this Agreement. In the event that no such reference number is provided at the outset, no such reference number may be required at a later date by the Customer and for the avoidance of doubt, the absence of such a reference number on invoices submitted shall not justify the Customer in withholding payment. Purchase Orders raised by the Customer with regard to this Agreement should not be forwarded to Quickline and in all circumstances only the terms and conditions contained in this agreement shall apply to the provision of these Services.
- 6.1.4 Payment of all sums due under this Agreement shall be made by the Customer in full without any set-off,

deductions or with-holding.

- 6.1.5 Quickline reserves the right to charge daily interest and penalties on all outstanding amounts until payment is received in full in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.
- 6.1.6 All sums due to Quickline under this Agreement are exclusive of Value Added Tax and any other applicable taxes which may from time to time be introduced, which shall be charged thereon in accordance with the relevant regulations in force at the time of making the taxable supply and shall be paid by the Customer.
- 6.1.7 Notwithstanding anything else stated in this Agreement, in the event that Quickline and the Customer agree that the Services will be made available for the Customer's use in part prior to making the full scope of the Services available, then Quickline shall invoice and the Customer shall pay a pro rata proportion of the Charges which will be calculated in relation to the percentage of the Service that is made available in terms of number of Sites connected or capacity of bandwidth, whichever the parties mutually agree in Appendix 4 as appropriate.
- 6.1.8 After expiry of the Term, Quickline reserves the right to increase the Charges in line with changes in inflation since the Commencement Date and thereafter on anniversaries of the Commencement Date in line with annual inflation changes.
- 6.1.9 Where Quickline have agreed in writing with the Customer to provide the Service to replace the Customer's current service prior to the expiry date of the Customer's current arrangements, the service contract will be extended by the period of notice required by the Customer's current service provider. Customers who are replacing their current service will need to ensure that they place a physical cancellation on their existing service provider and in conjunction with Quickline arrange for any changes to their service provision that are within their control.

7 Duration:

- 7.1.1 Quickline shall provide the Services to the Customer for the duration of the Term and thereafter on the same terms, unless or until this Agreement is terminated in accordance with Clause 8 herein.
- 7.1.2 Where no entry is made in A1 to the contrary, then 12 months is the Term of the Agreement.

8 Termination:

- 8.1.1 Quickline shall be able to terminate this Agreement forthwith if:
 - 8.1.1.1 the Customer becomes Insolvent; or
 - 8.1.1.2 the Customer fails to make any payment when it is due under this Agreement; or
 - 8.1.1.3 the Customer defaults in due performance or observance of any obligation under this Agreement (including any act of Misuse) and (in the case of a remediable breach) fails to remedy the breach within thirty days; or
 - 8.1.1.4 Quickline serves at least 1 months written notice terminating this Agreement; such termination not to become effective until after the expiry of the Term.
- 8.1.2 The Customer shall be entitled to terminate this Agreement if:
 - 8.1.2.1 Quickline defaults in due performance or observance of any material obligation under this Agreement, and (in the case of a remediable breach) fails to remedy the breach within thirty days; or
 - 8.1.2.2 the Customer serves at least 1 months written notice terminating this Agreement; such termination not to be given until after the expiry of the Term.

9 Consequences of Termination:

- 9.1.1 1.15.1 Upon termination of this Agreement for any reason the Customer shall:
 - 9.1.1.1 immediately cease to make use of the relevant Services; and
 - 9.1.1.2 allow Quickline to enter the Site(s) during business hours for the purpose of removing the Quickline Equipment
 - 9.1.1.3 to make provision for the replacement of Quickline equipment which is damaged or lost or which is beyond fair wear and tear.

10 Limitation of Liability:

- 10.3.1 Nothing in the Agreement shall exclude or limit either Party's liability for death or personal injury due to negligence or any other liability which it is not permitted by law to exclude or limit.
- 10.3.2 Quickline's entire liability shall be limited to £10,000 for all incidents arising in any twelve-month period, including any liability for the acts and omissions of its employees, agents and assigned sub-contractors including any Quickline Company providing the Services to the Customer in respect of:
- any breach of its contractual obligations including breach of warranties arising under this Agreement; and
 - any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.
- damage to the tangible property of the Customer resulting from the negligence of Quickline or its employee's, its agents or assigned sub-contractors.
- in no event shall Quickline be liable for any indirect, special, exemplary, liquidated or punitive damages (included but not limited to loss of revenues or profits, contracts, goodwill or similar, whether such losses are foreseeable or not and irrespective of whether such losses are considered to arise directly or indirectly).
- 10.3.3 The provisions of this Clause shall continue to apply notwithstanding the termination or expiry of this Agreement.

11 Service Availability and Fault Management:

- 11.1.1 The Services shall have an aggregate target availability percentage as set out in Appendix 4 to this Agreement. This shall be calculated as an availability of greater than that stated in Appendix 4 per available quarter (850 hours). Service unavailability for the following reasons shall not be considered as Service unavailability for the purpose of this Clause:
- 11.1.1.1 Services are suspended in accordance with Clause 5 of the Agreement;
 - 11.1.1.2 Services are adversely affected by Force Majeure as detailed in Clause 12 of the Agreement;
 - 11.1.1.3 Services are adversely affected by any failing in the Customer Equipment or operation of the Customer Equipment; or
 - 11.1.1.4 Services affected by power failure
- 11.1.2 In the event of a fault with the Quickline network or equipment, Quickline will use all reasonable endeavours to respond and fix faults within Business Hours from the fault being accepted and verified with a member of Quickline's Technical Support Team and will use all reasonable endeavours to ensure that Services are restored with the minimum possible disruption. The Technical Support Team can be contacted on:
- UK: 01482 247365
- From overseas: +44(0) 1482 247365
- Email: support@quickline.co.uk
- Where the origin of a fault is unclear, Quickline will assist the Customer in fault identification. If it is confirmed that the fault does not lie with Quickline, a reasonable charge may be made by Quickline for such assistance.
- 11.1.3 The Customer will appoint a representative(s) to notify Quickline's Technical Support Team of a fault. Each fault will be logged and timed.

12 Force Majeure:

- 12.1.1 Other than in respect of the Customer's obligations to make payments, neither party shall be liable to the other under this Agreement, for any loss or damage which may be suffered by the other party as a result of Force Majeure.
- 12.1.2 If the delay or failure caused by the event of Force Majeure lasts for a continuous period of 3 months or less from the date that either party notifies the other, in writing, of the event of Force Majeure any obligation outstanding shall be fulfilled by the party affected as soon as reasonably possible after the event of Force Majeure has ended, save to the extent that such fulfilment is no longer possible.

12.1.3 If the delay or failure caused by the event of Force Majeure lasts for more than 3 months from the date that either party notifies the other, in writing, of the event of Force Majeure, then either party shall be entitled (but not obliged) to terminate this Agreement by giving not less than 30 days' written notice to the other party on expiry of the said 3 months period.

13 Notices:

13.1.1 Any notices to be given hereunder shall, unless otherwise expressly stated, be in writing and shall be given by sending the same by post to the other Party's registered address or such other address as may be designated in writing from time to time.

13.1.2 Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered seven days after its despatch.

14 Assignment:

14.1.1 Quickline may assign or delegate its rights or duties under this Agreement.

14.1.2 The Customer may not assign or delegate its rights or duties under this Agreement without Quickline's prior written consent.

15 Modifications:

15.1.1 Quickline shall have the right by notice in writing to the Customer to modify the Agreement at any time so as to comply with any regulations or other requirement applicable to or imposed upon Quickline or the Quickline company providing the Services or by any competent authority, and shall use its reasonable endeavours to ensure such modifications do not result in any deterioration in the Services provided to the Customer.

15.1.2 Except as otherwise stated, this Agreement may only be modified by way of the Variation Agreement in Appendix 5 if such modification is in writing and signed by a duly authorised representative of each party.

16 The Contracts (Rights of Third Parties) Act 1999:

16.1.1 In no event shall any person who is not a Party to this Agreement acquire or benefit from any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

17 Confidentiality & Publicity:

17.1.1 Paragraph 18 shall survive the expiry or termination of this Agreement for a period of 5 years

17.1.2 The Parties agree and accept that the Agreement and all information disclosed pursuant to the Agreement is confidential in nature. Neither Party shall use information disclosed pursuant to the Agreement for any purpose other than a purpose envisaged by the Agreement or disclose such information to any third party without the prior written consent of the other party. Each party shall treat the other party's information with the same degree of care that it uses for its own information of a similar nature, which in any event shall be no less than reasonable care

17.1.3 The above clause shall not apply to information that was:

in the receiving party's possession before such disclosure was made by the other party

independently developed by the receiving party

in or subsequently comes into the public domain other than as a result of breach of this Agreement,

received from a third party free to disclose the same, or is required by judicial action to be disclosed.

is required to be disclosed by law or pursuant to any order of a court of competent jurisdiction or to any person acting in a professional capacity with an obligation to keep such Confidential Information confidential;

17.1.4 The Customer shall not make or issue any announcement of this Agreement or public circular relating to the subject without prior written approval of Quickline.

17.1.5 The Customer shall not use Quickline's logo or branding in any external documentation without the prior written approval of Quickline, including by way of illustration but not of limitation, advertising, press release,

publicizing, marketing or selling the services provided hereunder, except in connection with the prosecution or defence of claims, lawsuits or governmental or regulatory audits or investigations, or except as may otherwise be required by law. In the event, the Customer wishes to seek such consent, the Customer shall issue Quickline with notice, of such request in a timely manner, sufficient to allow the Quickline opportunity to object prior to such disclosure.

18 General:

- 18.1.1 Failure by either party to enforce any of its rights hereunder shall not be taken as or deemed to be a waiver of such right.
- 18.1.2 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement (as appropriate) and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- 18.1.3 This Agreement contains the whole agreement between the Parties and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of this Agreement other than any fraudulent misrepresentation.
- 18.1.4 This Agreement shall be governed by and construed and interpreted in accordance with the law of England and Wales, and the parties hereby agree to submit to the exclusive jurisdiction of the courts of England.

Appendix 1: Service Description

Quickline Fixed Wireless Broadband Internet access Service over a Quickline maintained service cable terminating at an agreed Service Termination Point.

It is the Customer's responsibility to provide:

- Landlord consent to install the service equipment where applicable
- A 13A mains power outlet with clean earth within 5m of the customer radio equipment
- A patch cable to connect from the service socket to the customer router, Firewall or ISA server
- A network device that supports Network Address Translation (NAT) unless supplied by Quickline
- Access in a timely manner for both service installation and maintenance

Appendix 2: Equipment List

Standard equipment

Depending on the service type and location we will supply, install and configure the appropriate wireless transceiver as part of the standard install to provide the service. A separate router may be required.

Appendix 3: Site Survey and Installation notes

All Service provision is subject to survey

Quickline will provide the Service by deploying a new service termination point from the wireless radio link at the customer Site unless otherwise agreed. Quickline will be responsible for providing the service up to and including the Service Termination Point and the cabling shall remain the responsibility of Quickline for the period of the contract term.

As part of the standard installation Quickline will install the appropriate cabling to an agreed location in order to ensure that the customer can receive the service. A standard installation is categorised as:

- A single cable run to provide the Service which is less than 100 metres from the location of the customer radio link equipment
- One that does not require the hire of additional roof access equipment to help perform the site survey or service installation

If upon the completion of the Site survey the installation is deemed to be non-standard, Quickline reserve the right to charge an additional installation charge to cover the costs of the proposed installation, details of which will be provided in writing to the Customer prior to any non-standard installation being performed.

Should Quickline confirm with the customer that line of site is not adequate to guarantee service or that Quickline cannot guarantee that it can meet its own service levels in maintaining the service, Quickline reserve the right not to provide the service.

Appendix 4: Service Level Agreement

Service Levels

Product Description:	Quickline Wireless Broadband
Service Description:	Fixed Wireless Broadband Internet access
Target Availability for Customer use: (Monday – Friday 8am-6pm excluding Bank Holidays) (850 hours per quarter)	99.5%
Target time for fault repair:	10 Business Hours from Customer reported fault (and subject to clause 12 of the General Terms and Conditions)