

SCHEDULE 1
Terms & Conditions

1. DEFINITIONS

“Overline” means Overline Information Systems Limited whose registered office is at 20 St. Christopher’s Way, Pride Park, Derby, DE24 8JY.

“Customers” means the person referred to in the Purchase Agreement .

“Agreement” means the Purchase Agreement and these Terms & Conditions.

“Charges” means the charges for the Services as specified in Section 5 of the purchase Agreement.

“Commencement Date” means the Commencement Date of the Agreement as specified in the Purchase Agreement.

“Contract Year” means commencing on the Commencement Date each twelve month period or part thereof during the term of this Agreement.

“Installation Date” means the date when service is installed.

“Customer Equipment” means apparatus belonging to the Customer not forming part of the Overline Equipment but which may be connected to the Overline Equipment.

“End-User” according to the context, either a person who is seeking to contract with the Customer for the purchase of End-User Services, or a person who has contracted with the Customer for End-User Services, in respect of whom an End-User Order is in effect under this Agreement;

“Fixed Term” means the Fixed Term of the Agreement as specified in the Purchase Agreement.

“Overline Price List” means the Overline Price List in force from time to time and available on the Overline Website at www.overline.com

“Overline Equipment” means any apparatus or equipment provided by Overline or any third party to the Customer to enable provision of the Service under this Agreement.

“Purchase Agreement” means the Purchase Agreement to which these Overline Internet Terms & Conditions are attached.

“Service” means the services described in section 4 of the Purchase Agreement.

“Service Levels” means the service levels relating to the Services which is contained in the SLA.

“SLA” means the service level agreement as attached in Appendix 1 to this Schedule 1 or such other service level agreement which is agreed in writing between the parties from time to time.

“Third Party Services” means any part of the Services which Overline procures from a third party any third party telecommunications services and/or equipment which Overline uses in order to provide the Services.

“Third Party Service Provider” means the provider of any Third Party Services

2. Commencement and Duration

1.1 This Agreement will commence on the Commencement Date and shall continue for the Fixed Term and will automatically renew subject to termination under Clauses 12.

3. DURATION

This Agreement shall commence on the Commencement Date (as set out below) and shall continue for the fixed term set out below (“Fixed Term”). This Agreement shall continue after the end of the Fixed Term unless and until terminated by either party giving a period of notice of at least the Notice Period (as set out below), such notice to expire on or after the end of that Fixed Term

1.1 Provision of the Service

.3.1 Overline shall provide or procure the provision of the Service to the Customer in accordance with the terms of this Agreement. Overline will provide the Services with reasonable care, skill and competency and in accordance with the Service Levels. The Customer acknowledges that it is technically impracticable to provide a fault free Service and Overline does not undertake to do so.

3.2 Occasionally Overline may have to interrupt the Service or change the technical

specification of the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency. The following shall apply to such interruptions:

Scheduled Work

Overline shall comply with the Service Levels and shall use reasonable efforts to minimise any outages and to carrying out routine maintenance or upgrading during the schedule maintenance hours as outlined in the SLA.

In relation to any scheduled work, Overline will use reasonable efforts to inform the Customer in accordance with the Service Levels.

Unscheduled Work

Overline and Third Party Services Providers shall be free to carry out emergency or urgent maintenance at any time to ensure the Services continue to be supplied.

Overline shall comply with the Service Levels in relation to Unscheduled Work including without limitation Overline shall advise the Customer if practicable prior to the conducting of any such emergency or urgent maintenance, or at least as soon as practicable after the completion of the emergency or urgent maintenance.

3.3 Except as otherwise expressly permitted under this Agreement, the Customer may not:

- modify the Service without Overline's prior written consent (such consent not to be unreasonably withheld or delayed).
- redistribute, copy or use the Service, or transfer rights to the use of the Service to any third party;
- use the Service except in conjunction with Overline's recommended operating guidelines;

4. Use of the Service

4.1 The Customer must not use the Service

- in a way that does not comply with the terms of any legislation or any license applicable to the Customer or that is any way unlawful or fraudulent or has any unlawful or fraudulent purpose of effect;
- in connection with the carrying out of a fraud or criminal offence against Overline, or any other public telecommunications operator;
- to send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other similar rights;
- to send or procure the sending of any unsolicited advertising or promotional material other than in the case of the Customer to its own customers;
- in a way that does not comply with any reasonable operating instructions Overline has given; or

4.2 Overline will be entitled to suspend the Service or terminate the Agreement where Overline, in its absolute discretion, believes the Customer is in breach of any provisions of Clause 4.1.

4.3 The Customer will co-operate with Overline's reasonable requests for information regarding the Customer's use of the Service and supply such information within a reasonable period of time.

5. Charges

5.1 . The Charges shall be payable from the Installation Date for the Service..

5.2 The Customer will pay the Charges within 5 days of the date of receipt of Overline's invoice. Overline may charge daily interest on late payments at a rate equal to 2.5% per annum above the base-lending rate of Bank of Scotland PLC .

5.3 All Charges exclude Value Added Tax (VAT) at the applicable rate, unless stated otherwise.

5.4 Overline may also make an additional charge (on the basis of additional charges detailed in the Overline Price List) where a fault relates to equipment or software other than that supplied under this Agreement as part of the Service or otherwise.

5.5 The Customer will pay any additional charges incurred by Overline from the supplier

of such services, as a result of the installation of the service.

6. Customer Obligations

6.1 The Overline Equipment shall remain the property of Overline or the supplier of such equipment and the Customer shall at all times make clear to third parties that the same is the property of Overline or a third party supplier of such equipment. Overline may modify, substitute, renew or add to the Overline Equipment from time to time at its absolute discretion.

6.2 Any Customer Equipment connected to or used with the Service must be connected and used in accordance with any reasonable instructions, safety and security procedures applicable to the use of the equipment. Any equipment, which is attached (directly or indirectly) to the service must be technically compatible with the Service and approved for the purpose under any relevant legislation or telecommunications industry standards.

6.3 The Customer undertakes :-

- to comply with all reasonable instructions Overline may notify to the Customer for use of the Overline Equipment.

- not to allow the Overline Equipment to be repaired or maintained other than by an authorised representative of Overline.

- not to damage the Overline Equipment and not to add modify or in any way interfere with the performance of the Overline Equipment;

- not to attempt to sell the Overline Equipment;

- not to remove any identification mark affixed to the Overline Equipment showing that it is the property of Overline or other third party supplier of such equipment.

7. Support of the Service

Technical support for the Service is available by telephoning 0844 324 0600 or by sending e-mail to support@overline.com.

Technical support is available during normal Overline office hours.

8. Intellectual Property Rights

8.1 The Customer acknowledges that the Customer shall have no rights to any intellectual property rights arising as a result of any uses of the Service.

8.2 Any and all intellectual property rights used or embodied in or in connection with the Service shall be and remain the sole property of Overline or Overline's licensors. No title or intellectual property rights therein or in any modification or extension thereof shall pass to the Customer unless specifically stated under the Agreement.

8.3 The Customer acknowledges such title, interest and rights and the Customer shall not take any action to jeopardize, limit or interfere in any manner with Overline's (or any third party suppliers) title, interests or rights with respect to the Service, including but not limited to, using Overline's trademarks or trade name.

8.4 Where software is provided to enable the Customer or to use the Service, Overline grants the Customer, for the duration of this Agreement, a non-exclusive, no-transferable license to use the software for that purpose.

8.5 Overline indemnifies the Customer against all third party claims and all costs and expenses (including reasonable legal fees) in the event that the provision of the Service to the Customer infringes any intellectual property rights of a third party.

9. Warranties

9.1 Without prejudice to express warranties contained in this Agreement, all implied warranties and representations (including without limitation any warranty or representation that the Service is free of defects, of satisfactory quality, or fit for a particular purpose) relating to the Services are hereby excluded

10. Limitation of Liability

10.1 Nothing in this Agreement shall exclude or limit liability for death or personal injury

resulting from the negligence of either party or their servants, agents or employees.

10.2 Neither party shall be liable in contract, tort, pre-contract or other representations (other than fraudulent or negligent misrepresentations) arising out of or in connection with this Agreement for:

- any economic losses (including, without limitation, loss of revenues, profits, contracts, or business); or
- any special, indirect or consequential losses or any destruction, of data, arising out of or in connection with the provisions of this Agreement.

10.3 Subject to clauses 10.1 and 10.2 Overline's liability to the Customer in contract, tort, negligence, pre-contract or other representations arising out of or in connection with this Agreement or the performance or observation of its obligations under this Agreement shall be limited in aggregate in any Contract Year to the greater of :

- (a) £500,000; or
- (b) the value of the Charges in the previous Contract Year ("Liability Sum"). In the event that the relevant Contract Year is for less than twelve months then the Liability Sum will be calculated by calculating the monthly average Charges incurred in the relevant period and multiplying it by 12.

10.4 Each provision of this Agreement, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

11. Force Majeure

11.1 If either party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving that party's employees), or acts of local or central Government or other competent authorities or events beyond the reasonable control of that party's suppliers, the party will have no liability to the other for the failure to perform.

11.2 If any of the events detailed in paragraph 11.1 continue for more than one (1) month either party may serve notice on the other terminating this Agreement.

12. Termination

12.1 Prior to the expiration of the Fixed Term, the Customer may terminate this Agreement by giving at least ninety (90) days prior written notice to Overline PROVIDED THAT such notice shall be effective no sooner than the last day of the Fixed Term. Following the expiry of the Fixed Term, the Customer may terminate this Agreement at any time by giving at least ninety (90) days prior written notice to Overline.

12.2 Either party may terminate this Agreement or the Service provided under it immediately, on notice, if the other:

- commits a material breach of this Agreement, which is capable of remedy, and fails to remedy the breach within thirty (30) days of a written notice to do so; or
- is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation), or compulsory liquidation or a receiver or administrator is appointed over their assets.

12.3 If any of the events detailed in 12.2 occur as a result of Customer default, Overline may suspend the Service wholly or partly if the payment of any amount due and payable under the terms of this Agreement in relation to those Services is not made and the Customer fails to remedy that non-payment within thirty (30) days (or such longer period as specified in the appropriate notice) of the receipt by the Customer of a written notice issued by Overline which clearly stipulates the payment(s) that have not been made by the Customer and that Overline intend to suspend such Services if payment is not received within the specified period. Any such suspension shall be without prejudice to its right to terminate this Agreement. Where Service is suspended under this paragraph 12.3 the Customer must pay the charges for the Service until this Agreement is terminated. For avoidance of doubt, the suspension of the Services shall be limited to those Services to which the non-payment of relates and not any other Services provided by Overline under this Agreement.

12.4 Upon termination of this Agreement the Customer shall immediately stop using the

Service and the Customer right to use the Service shall immediately terminate.

12.5 If either party delays in acting upon a breach of this Agreement that delay will not be regarded as a waiver of that breach. If either party expressly waives a breach of this Agreement that waiver is limited to that particular breach.

12.6 Notwithstanding the foregoing provisions of this Clause 12, and without prejudice to any other rights or remedies that Overline may have under this Agreement or otherwise, where this Agreement is terminated by Overline pursuant to Clauses 12.2, Overline shall be entitled to require that the Customer (at no cost to Overline) transfer to Overline the Customer's contracts with End-Users who are the subject of End-User Orders and the Customer shall forthwith:

- (a) use its best endeavours to procure the assignment of the benefit of each of its contracts with End-Users for End-User Services to Overline;
- (b) notify all End-Users in writing that in future all the End-User Services will be provided and invoiced by Overline direct to the End Users; and
- (c) provide such details of the End-Users as Overline shall require (in such format as Overline shall require), including full name and address and such information as is necessary to enable Overline to bill the End-Users directly for the End-User Services.

13. Confidentiality

13.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under or in connection with this Agreement or the Service and will without the written consent of the other party disclose that information to any person (other than their employees of professional advisers, or in the case of Overline the employees of a Overline Group Company or their suppliers, who need to know the information).

13.2 This Clause 13.1 will not apply to:

- any information, which has been, published other than through a breach of this Agreement;
- information lawfully in the possession of the recipient before the disclosure under this Agreement took place;
- information obtained from a third party who is free to disclose it; and
- information, which a party is, requested to disclose and, if it did not, would be required by law to do so.

13.3 Each party agrees that it shall not use any such information of the other party for any purpose other than:-

- (a) the performance of its obligations and exercise of its rights under this Agreement;
- (b) complying with any legal obligations applicable to a party;
- (c) internal management and reporting, and maintaining a reasonable record of this Agreement;
- (d) enforcement of this Agreement.

13.4 The obligations of either party under this Clause 13 will remain in effect for 2 years after the termination of this Agreement.

14. Data Protection

14.1 Overline and the Customer each agree to comply with their respective obligations under applicable data protection legislation (including without limitation the Data Protection Act 1998 and any re-enactments or modifications thereof) and maintain all relevant registrations, including (in relation to the Customer) such registrations and consents as the Customer should obtain and maintain to enable Overline to process personal data in connection with the performance by Overline of its obligations under this Agreement.

14.2 Overline shall maintain appropriate technical and organisational measures against unauthorised or unlawful processing of that personal data and against accidental loss or destruction of, or damage to that personal data (including adequate security measures, back up procedures and disaster recovery systems).

14.3 Overline agrees:

- (a) not use any personal data received by it in relation to the Customer or any its customers other than as necessary to enable Overline to provide the Service or to perform any of its other obligations under this Agreement;
- (b) to process any personal data only in accordance with the laws of the United Kingdom; and
- (c) not transfer any personal data outside the European Economic Area unless authorised in writing to do so by the Customer.

- 14.4 Rights of subject access will be in accordance with the Data Protection Act 1998 and upon request in writing and payment of the appropriate fee.
- 14.5 Subject to and in addition to its obligations contained in this Agreement, Overline agrees that any and all personal data supplied by the Customer in relation to the Customer or any of its customer shall be held in accordance with Overline's current Privacy Policy available at www.Overline.net.uk. In the case of conflict or ambiguity between any provision contained in this Agreement and any provision contained in Overline's current Privacy Policy, the Agreement shall take precedence.
- 14.6 Overline agrees to indemnify and keep indemnified the Customer, its successors and assigns, against all direct actions, claims, demands, losses, damages, costs and expenses of whatever nature (including reasonable legal fees) which the other may suffer or incur or become liable to by reason of unauthorised or unlawful processing of that personal data and against accidental loss or destruction of, or damage to that personal data which results as a consequence of act or omission on the part of Overline.

15. Consumers

Where you are purchasing the Service as a Consumer the exclusion of the implied terms in Clause 9 and the provisions of Clause 14.1 will not apply.

16. Notices

16.1 Notices given under this Agreement must be in writing and may be delivered by hand, by courier, by facsimile or first class post to the following addresses:

16.1.1 To Overline at the address of the Overline office shown in the Purchase Agreement or any alternative address which Overline notifies in writing to the Customer;

16.1.2 To the Customer at the address to which the Customer asks Overline to send invoices, the address of the Customer's premises, or, if the Customer is a limited company, its registered office.

17. General Provisions

17.1 The Agreement will constitute the entire agreement between the parties and will supersede all prior and contemporaneous agreements, communications and representations (except for fraudulent or negligent misrepresentations) whether oral or written, between the parties.

17.2 A person who is not party to this Agreement has no right under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

17.3 In the event of a dispute between the parties, the parties will attempt in good faith to resolve the dispute or claim arising out of or relating to the Agreement promptly through negotiations between the respective representatives of the parties who have authority to settle the same.

17.4 If any provision of the Agreement (whether in part or in whole) is held by a court of competent jurisdiction to be illegal, invalid or unenforceable the remaining provisions of the Agreement shall remain in full force and effect.

17.5 Any waiver of any breach of any provision of this Agreement will not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of the Agreement.

17.6 The Customer may not assign or otherwise transfer, by operation of law or otherwise, the Agreement or any rights or obligations therein without the prior express written consent of Overline (such consent not to be unreasonably withheld or delayed).

17.7 The headings to the sections of this Agreement are for convenience only.

18. Law

This Agreement shall be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.

Appendix one

Service Level Agreement

1.0 Fault Management

Full details of the fault reporting process and contact names and numbers are set out in the Fault management process document.

Repair times for non service affecting faults will be agreed on a case by case basis.

2.0 Cancellation and Modification

Cancellation of Service by Customer

Cancellation prior to Target Ready For Service Date

If a circuit is cancelled before the Target Ready for Service Date, Overline reserves the right to make a Cancellation Charge to cover all reasonable costs incurred by Overline as a result of such cancellation or modification, in accordance with Table 1 below.

Table 1

Percentage of Order leadtime before Target Ready For Service Date when cancellation occurs	Percentage of Installation Charge and first year's Rental payable as Cancellation Charge
0 to 10%	100%
10-25%	75%
25-50%	50%
50-75%	25%
75%+	0%

Cancellation after Target Ready For Service Date

If Customer terminates the Service following the Target Ready For Service Date, the following cancellation terms will apply:

Table 2

Notice required by Overline	3 months written notice
Circuit Cancellation Date	3 months after acknowledgement of receipt of written notice
Cancellation Charge	80% of any outstanding Rental calculated pro-rata from the Circuit Cancellation Date to the end of the Minimum Period

Modification of Service by Customer

If the details of the Service are changed substantially at any time by Customer (such as but not limited to change in A-end or B-end location, change in capacity or change in presentation) Overline Internet reserves the right to charge Reconfiguration Charges or treat the modification as a cease and re-provide and charge a Cancellation Charge.

- (a) Force Majeure Event;
- (b) any actions or inactions of Customer (including, without limitation, requests for testing of the Service by Customer although no Fault has been detected, requests for modifications, failure of Customer Provided Apparatus, failure by Customer to provide access to Service Equipment, failure by Customer to operate the Services in accordance with this Agreement);
- (c) Service misuse contrary to this Agreement;
- (d) any planned outage
- (e) any Fault that is not reported to Overline Internet;
- (f) any reported period of non-Availability where Overline Internet can find no Fault;
- (g) any Fault that is due to User error; and
- (h) Customer's failure to provide accurate forecasts if required in accordance with the Agreement.

4 Repair times for non Service affecting faults will be agreed on a case by case basis.

6 Planned Outages

All necessary equipment maintenance or network upgrades will, wherever possible, be planned to avoid any interruption to the Service. Where Overline provide diverse circuits, we will not carry out planned maintenance on both routes at the same time, unless it has agreed this with you in writing. Generally, planned work would be scheduled at low traffic periods to minimise any disruption. Except in an emergency, or when events outside the control of us do not allow, we will provide ten (10) Working Days notice to you of any planned works that will affect the availability of the Service. Such requested outages will be limited to a single outage per calendar quarter. Any other or additional outage request is subject to agreement between us and you (both parties acting reasonably). All our maintenance operations are controlled by internal procedures. All notifications will be transmitted by e-mail or white mail.

7.0 . DEFINITIONS

"Acceptance Tests"	means the ITU-T industry standard tests to be carried out by Overline Internet as modified or amended from time to time;
"Access Circuit"	means a circuit, from a Customer Site to an Overline Internet point of presence, provided by Overline Internet or a third party;
"Act"	means the Communications Act 2003, as amended from time to time;
"Associated Company"	means the ultimate holding company or any subsidiary thereof ("holding company" and "subsidiary" having the meanings given in Sections 736 and 736A of the Companies Act 1985) of either Party as appropriate other than that Party;

“Associated Facilities”	means a facility falling within Clause 32(3) of the Act;
“Authorisation”	means entitlement to provide an Electronic Communications Network or Electronic Communications Services, or to make Associated Facilities available, under the Act;
“Available”	means that Services are available for use in accordance with the manner defined in the Service Level Agreement and “Availability” and “Non-Availability” shall be construed accordingly;
“BES”	means “Backhaul Extension Service” which is a Short Haul Data Service as specified in BT SIN 444–448 or the equivalent third party specification;
“Cancellation Charges”	means the charge(s) which shall be payable by the Customer to Overline Internet on termination of this Agreement or part thereof as set out in Annex 3;
“Carrier Private Circuit”	means a circuit provided by Overline Internet as described in section 2 of the Service Definition;
“CDR”	means committed data rate;
“Circuit”	means a Leased Line, ADSL Circuit, SDSL circuit or other form of IP connectivity
“Conditions”	means such applicable conditions as have been set under this contract;
“Contract”	means each individual contract for the provision of Services formed under this Agreement;
“Customer Provided Apparatus”	means any apparatus at the Sites (not being Services Equipment) provided and used by the Customer and/or a User in order to use the Services;
“Downgraded Services”	means a Service that has been downgraded to a slower circuit speed than that originally ordered;
“Fault”	means a Service affecting fault;

“Force Majeure”	means any cause beyond a Party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of government, highways authorities, Public Communications Providers or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of any Services Equipment or any part thereof (to the extent only that such difficulty, delay or failure was caused by an event of Force Majeure affecting that third party), or failure to obtain way-leaves having used reasonable endeavours to do so;
“Handover Point”	means the demarcation point where Services are connected into either Services Equipment or Customer Provided Apparatus at a Site and as detailed in the Contract;
“Installation Charges”	means the charges payable for installation of Services Equipment and for the commissioning and configuration of Services, as specified in Appendix 1 or as subsequently varied in accordance with the terms of the Contract;
“Leased Line”	means a circuit provided by Overline Internet as described in section 1 of the Service Definition;
“LES”	means “LAN Extension Service” which is a Short Haul Data Service as specified in BT SIN 118 or the equivalent third party specification;
“Maximum Aggregate Annual Liability”	means the maximum aggregate liability of each Party in any twelve (12) month period, which shall be the greater of two hundred thousand pounds (£500,000) or two hundred and fifty percent (250%) of the Rental payable by the Customer under the Contract during the 12 months immediately preceding the date of the Event of Default;
“Minimum Period”	means the period for provision of specified Services to a Site commencing on the Ready For Service Date specified in Appendix 1;
“National Ethernet Circuit”	means a circuit provided by Overline Internet as described in section 4 of the Service Definition;
“Overline Internet Network”	means the Electronic Communications Network (including Services Equipment) operated by Overline Internet or any Associated Company (as principal or agent) from time to time under the Act;
“NTU”	means a network termination unit;

“Order”	means a request by the Customer for Services in the format most recently notified by Overline Internet, which request is accepted by Overline Internet in accordance with Clause 3 of the Framework Agreement;
“PE Router”	means a router used by Overline Internet to connect the Service to the Overline Internet Network and which is not Services Equipment;
“Planned Works”	means work required to be carried out in respect of the Overline Internet Network or the Services Equipment which will prevent a Service or Services from being Available, notified in advance to the Customer by Overline Internet.
“Public Communications Provider”	means a public communications provider as set out in Clause 151 of the Act;
“Ready For Service Date”	means the date on which Overline Internet first notifies the Customer that the Services or part thereof are Ready For Service or, if earlier, the date on which the Customer first makes use of the Services or part thereof;
“Ready For Service”	means that the Services are ready for use in accordance with the Contract;
“Reconfiguration Charges”	means the reconfiguration charge(s) payable by the Customer to Overline Internet following any partial reduction of or other change to Services, as advised by Overline Internet;
“Remedy”	means the system upon which Overline Internet logs faults;
“Rental”	means the rental payable by the Customer to Overline Internet for the provision of Services and the Services Equipment as specified in this contract or as increased or decreased by Overline Internet in accordance with the terms of the Contract;
“Service Credits”	means reductions in certain charges or compensation payments in respect of Overline Internet failing to meet specified Service Levels, calculated in the manner set out in the Service Definition;
“Service Levels”	means the Target Circuit Availability levels, Target Repair Times and Target Ready For Service Dates to be provided by Overline Internet to the Customer as set out in the Service Definition;
“Services Equipment”	means any apparatus, equipment, cabling and site documentation provided by Overline Internet at a Site as an essential part of providing Services under the terms of the Contract;

“Short Haul Data Service”	means a LES, WES or BES provided by BT or an equivalent service provided by a third party;
“Site”	means the premises or other locations from and to which Services are to be provided to the Customer or a User as specified in schedule 1;
“SNMP”	means Simple Network Management Protocol;
“Target Ready For Service Date”	means the target date agreed between Overline Internet and the Customer for commencement of Services to a Site as set out in this contract or as subsequently revised by Overline Internet in accordance with the terms of the Contract;
“Upgraded Services”	means a Service that has been upgraded to a higher circuit speed than that originally ordered;
“User”	means any person authorised by the Customer to use the Services;
“WES”	means “Wholesale Extension Service” which is a Short Haul Data Service as specified in BT SIN 431 or the equivalent third party specification;
“Working Day”	means Monday to Friday 9am to 6pm excluding Bank and Public holidays.