



Dear Customer,

Thank you for choosing Baltic Broadband and coming on board to join our disruption. If you didn't know already, here's some interesting information about us:

- We believe in having an open, long-term, honest and transparent relationship with our customers
- We proud ourselves on **great customer service** and will answer calls from you from our Liverpool City Centre office **24hrs a day 365 days a year**
- We employ and develop local people (**our engineers trained and qualified by us**)
- The service that we provide you is **100% powered by renewable energy**; helping you to make a **positive impact on the environment**
- We source **75% of our procurement locally** (from SME's)
- We own and operate our **own digital connectivity network** and don't resell anything from anyone
- We are a founding member of the **Liverpool Internet Exchange**
- We are members of the [London Internet Exchange](#), [LONAP](#) and [Ripe](#), helping to make the **Internet better for everyone**
- We provide **free or heavily discounted Broadband connections to local our Charities** and local good causes
- We have a **prompt payment code** to pay our suppliers within 14 days
- We **recycle 100% of our waste** and **most of our company vehicles are Electric**
- We've [built the UK's largest city computing project](#) that helps scientists solve problems in health and sustainability; by simply recycling old computers
- We also offer services for [events, temporary internet](#) and [homes](#)

Overall, you're in good hands. We've been connecting people to the internet since 1994 and are an industry leader, innovator & disruptor here in the Liverpool City Region.

Thank you for joining Baltic Broadband and we hope to have your service live soon.

Regards, **Matt Wilson** CEng, FIET, Chief Executive & Chartered Engineer

## Product Description

This is a Business Broadband service that is delivered using Fibre to Premises (FTTP) that will enter your property from street level. This service also includes a **WiFi router** that will operate on both 2.4Ghz & 5Ghz bands.

In terms of technical support we'll be available to answer any support calls by phone between the hours of 9am - 5:30pm Support (Mon-Fri). If your business requires support outside of these hours, you are advised to select a different product from us.

Included in this product:

- We'll monitor your connection 24 hours a day 365 days a year and if we detect a fault, we'll get in touch with you and begin an investigation
- We'll guarantee this service, it's reliability and our response time to you if things go wrong as set out in our Type C" Service Level Agreement
- You'll share an IP Address which means that **you won't have a static IP**
- You can use, free of charge, any of the regions free WiFi hotspots so your staff can work from cafe's, bars and restaurants with ultra-fast WiFi
- Free access the city wide [LoRaWAN internet of things network](#)

Things to be aware of:

- Lead-times are 30-60 business days (package dependant) from order (subject to technical survey, access arrangements and any site specific delays)
- Once this contract has been signed, you will receive an invoice for the installation fee and the first monthly package payment, which is due up-front and needs to be paid manually to kick things off
- You must setup a Direct Debit for your future monthly payments [by clicking this link](#) as without it, this order cannot be completed
- Once this contract has been signed, you will be allocated a project manager who will be your single point of contact for your project and will need to perform a technical survey then arrange a team to begin your installation.

When you are ready to move things forward, please complete the order form below, read the service contract then agree to our terms and conditions.

## Important Contractual Information

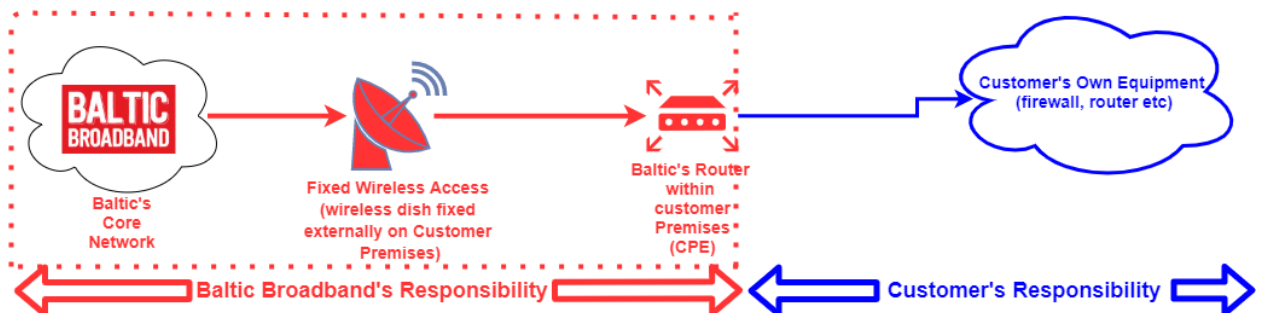
Your service is being provided by Baltic Broadband Limited, Company Registration No. 10868537. VAT Number GB 301 8271 38.

- This Broadband service is a **12 month contract** which means that you can end this contract by giving us just one months notice to cancel (after the first 12 months of this contract has elapsed)
- Baltic has invested heavily into automation technologies to help keep the monthly costs of it's packages low, which is then passed onto customers in the form of a discounted price. The package that you have chosen has already been **discounted by 50% when you pay by Direct Debit**. If this is cancelled at any point, the 50% discount will be automatically removed. The cancellation of a Direct Debit will also resort in a £25+VAT administration charge
- **Cancellation** - To cancel your service please email [sales@balticbroadband.com](mailto:sales@balticbroadband.com). Billing of your service is only stopped at the point our router/equipment has been collected or returned to us and is in good condition. If you cancel your Direct Debit at any time without notifying us, we will attempt to contact you by phone and email in order to resolve it. If the Direct Debit has not been reinstated within 7 days (and there has not been a satisfactory reason as to it's cancellation), this will be taken as a full cancellation of the service, effective immediately
- **Service Suspension** - If a service has been suspended due to non-payment, we reserve the right to issue a reconnection fee as detailed in Schedule 2 of our [General Terms & Conditions of Contract](#) which is payable, along with any other outstanding debt, before any service can resume
- **Upgrading/Downgrading** - This package can be downgraded only after the first 1 month of service, and the installation charge will be payable again
- **The service that we are providing you with** has a "[Type B" Service Level Agreement](#)", a copy of which can also be found within your account at [my.balticbroadband.com](http://my.balticbroadband.com)

## Important Technical Information

- **This is a fully managed service** - Baltic will monitor 24/7 and maintain our router within the client premises (called a Customer Premises Equipment or CPE) as included in the price. Power must be kept onto our router at all times and it must be kept safe and stored in a suitable location. Customers do not have access to our router to change any settings.
- **Network Security** - This service includes a basic firewall, however we are not responsible for your network security and you are advised to have a suitably secure secondary firewall solution in place before connecting your company network to the internet.
- **Service delivery Point** - Baltic only guarantees our service and provides support up to the demarcation point, specified as the customer designated ethernet port of our router (CPE)

Any equipment plugged into the customer side of the CPE (the customers network) (for example switches, printers, WiFi or other IP connected devices) is not supported by us or included in any service level agreement, support plan or warranty. If a fault is reported to us about the delivery of our service, our support team is only authorised and able to diagnose any such issue to the CPE. The diagram below helps to illustrate this:



**\*\*Due to the above, it is therefore advised that the customer engages their own Internet Engineer, I.T contractor, or other competent person on this project\*\***

# Wayleave Agreement

It is important that full Wayleave be granted to us and that you have permission by your landlord, or leaseholder to install our equipment onto/into your building if you don't own it.

## TELECOMMUNICATIONS WAYLEAVE AGREEMENT FOR BALTIC BROADBAND LIMITED

Notice:

- This is an agreement under the Electronic Communications Code (the "Code") set out in [Schedule 3A of the Communications Act 2003](#) (as amended by [Schedule 1 of the Digital Economy Act 2017](#)).
- Under the Code Baltic Broadband, under Ofcom's licence, enjoys statutory rights for e.g. the installation of its apparatus. This agreement reflects these rights but will continue to apply if one or more of the statutory rights cease to apply.
- Further information about the Code is set out on page 2 of this agreement.
- Please keep this agreement with your title deeds.
- This agreement may be executed in the original or as an electronic/scanned version, and counterpart versions if necessary.

**This agreement is between you,**

of

**and us, Baltic Broadband Limited (Company No. 10868537), whose registered office is 314 Mariners House, Queens Dock Business Centre, Norfolk Street, Liverpool, L1 0BG.**

The term 'you' includes your successors in title and any others who are bound by this agreement under the terms of the Code and the term 'us' includes our contractors and anyone who takes over our business. Your signatory below confirms that (s)he is authorised to sign this agreement on behalf of the occupier of the property described below.

**This agreement relates to the following property:**

(the "Property")

and to the installation of communications apparatus including but not limited to racks, switches and cabling (which may be indicated or described in an attached proposal or plan).

**Describe your relationship to the installation property and the capacity in which you have the authority to sign this agreement**

The terms of our agreement are as set out below.

**1. Our rights**

We have the right to:

- Install (and keep installed) our apparatus on, under, through or over your Property including in existing ducts.
- Inspect, operate, repair, adjust, alter, upgrade and maintain our apparatus, and connect it to a power supply.
- Remove our apparatus.
- Cut (or require the cutting back of) any vegetation that will or may interfere with our apparatus.

We may also share our apparatus with another provider that is also a code operator and carry out works to let that sharing take place. We may only upgrade or share our apparatus and use any rights we have associated with this, if the changes to our apparatus from upgrading or sharing i) have no more than a minimal effect on the appearance of the apparatus and ii) do not cause you additional loss, damage or expense, or have an adverse effect on your enjoyment to your Property.

We may come onto your Property to do any of these things and may bring vehicles and machinery. Whenever possible we will arrange access through the building manager.

These rights continue until this agreement is ended, as set out in Clause 6 ("Ending this agreement") below.

## **2. Our responsibilities**

We may perform works as required to exercise our rights but will cause as little damage to your Property as possible and will repair any damage we cause to your reasonable satisfaction.

If someone brings a claim against you for loss or damage arising from our actions we will compensate (indemnify) you in respect of that claim i) provided that you did not cause or ii) except to the extent that you contributed to the claim, and also provided that in each case you tell us about it as soon as possible and that you do not admit liability or make any payment without our prior written consent.

Our liability to you under this wayleave is limited to the sum of £1,000,000 but this does not affect our liability for death or personal injury caused by our negligence. We will only be responsible for losses that result directly from our actions, neglect or default.

We will comply with our statutory obligations in relation to health and safety and exercise our rights in accordance with the legislation that applies to our business.

## **3. Your responsibilities**

You must not build or place anything on your Property that makes it more difficult for us to access our apparatus. Also, you must not plant anything that might interfere with the apparatus unless required to do so by planning law.

You must not interfere with or access our apparatus or in any way damage it or allow anyone under your control to do so. You confirm that any information provided to us by you in connection with the installation of the apparatus is or will be materially correct.

When signing this agreement your signatory warrants that he/she has the required authority to sign for and on behalf of you and that you are able to grant the rights contained herein.

You agree to allow us access to the site in order to market our business and services. This can include raising awareness of our services and providing information to the residents on the services and products we offer (including health and safety information) as well as poster displays and leafleting.

#### **4. Moving our apparatus**

You may serve us with notice requiring us to relocate our apparatus as necessary to enable you to carry out a proposed improvement to the Property. Provided we have the necessary rights and that such alteration will not interfere with our provision of services (either because we are easily able to provide service from the altered location or because the Property has been vacated and there is no likelihood of us providing services there in the future) and that you pay our reasonable direct costs of relocating, we agree to relocate promptly as required by the notice. If we do not relocate as required, we will compensate you in respect of any direct losses you incur, provided that you take reasonable steps to minimise such loss.

#### **5. Who owns apparatus**

Our apparatus belongs to us at all times. You will have a right to use the apparatus to receive our services only if you have a valid service agreement with us.

#### **6. Ending this agreement**

You can end this agreement by giving us at least 12 months' written notice if one or more of the following occur (setting out sufficient details in the notice):

- i) that the agreement ought to come to an end as a result of substantial breaches of our obligations under this agreement and either the breaches cannot be remedied or we have failed to remedy them within a reasonable period after being notified;
- ii) you intend to redevelop all or part of the Property, or any neighbouring land, and cannot reasonably do so, unless this agreement ends;
- iii) the continuation of the agreement will cause prejudice to you and (a) the prejudice caused to you by the continuation of this agreement cannot be adequately compensated by money and (b) the public benefit likely to result from continuing this agreement does not outweigh the prejudice to you.

This agreement will also come to an end if we remove our apparatus from the Property and there is no likelihood of us providing services there in the future.



## **7. Transferring this agreement**

We may transfer this agreement to another entity which has had the Code applied to it (a "Transferee"). The Transferee will be bound by this agreement from the date of transfer and we will not be liable for any breach of this agreement which happens on or after that date, if, before the breach, you were given written notice of the Transferee's name and of its address for sending notices.

## **8. Severance**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

If any provision or part-provision of this agreement is deemed deleted under this Clause 8 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **9. Notices**

We will send notices to your address shown on page 1 of this agreement. You must send notices to our registered office address. The process for sending notices is set out in the Code.

### **Notes (these notes do not form part of our agreement)**

The Code is set out in Schedule 3A of the Communications Act 2003, as amended and sets out our rights and responsibilities when we put apparatus on private property.

Part 2 of the Code sets out the requirements for the agreement between us to install our apparatus.

Part 15 of the Code sets out the procedure for notices (the form of which may be prescribed by Ofcom).

## Other Important Information

If Baltic Broadband Limited is asked to enter into a different wayleave agreement than the one above or similar agreement for the installation of its equipment to deliver the Customer's Service, Baltic Broadband Limited will liaise with the landlord and/or owner to approve and complete the wayleave agreement or similar document. You will be responsible for Baltic Broadband Limited's own in-house legal costs for dealing with the agreement.

Baltic Broadband Limited reserves the right to impose cancellation and other miscellaneous charges on the Customer if the Customer cancels the service or is unable to meet the conditions referred to in this Order Form. Baltic reserves the right to begin charging for the service if the service installation has been delayed by the customer and the service has not been installed within 30 days from the date of order.

All prices and fees are exclusive of VAT, which will be added at the standard rate. This Service Order is provided in accordance with the Baltic Broadband Limited [Service Level Agreement](#).

The invoice start date will run from the day that the service is activated.

If the Customer occupies the property as a tenant, licensee etc. it is the Customer's responsibility to ensure that they have obtained the necessary consent of their landlord and the owner of the property (if the owner is not the landlord) for the installation of Baltic Broadband Limited's equipment.

The Customer will be responsible for any costs their landlord and/or the owner and/or any management company (if one is appointed by the landlord and/or owner) may charge for granting consent for the installation of Baltic Broadband Limited's equipment.

All equipment supplied by Baltic Broadband Limited remains the property of Baltic Broadband Limited unless the Customer has agreed to purchase the equipment. [See clause 19 of the General Terms and Conditions](#).

Please note that Baltic Broadband Limited's standard service provisioning hours are 09:00 to 17:30 Monday to Friday (excluding Bank Holidays). If you require service provisioning to take place at any other time, please note that additional charges for out-of-hours work will be levied. Please contact the sales team for details of these charges.