

SUPPLEMENTARY TERMS & CONDITIONS OF SUPPLY

These are the Supplementary Terms and Conditions on which we supply Equipment and services to you which, together with the content of the Order Form and the Standard Terms and Conditions, comprise the terms of the contract between us. The Supplementary Terms which apply to your Order are indicated by the SC codes set out in the Order Form.

Please read these terms carefully when you submit your Order Form to us as they will be binding on you.

Complaints - If you wish to make a complaint, please refer to our Complaints Procedure at www.infinitygroup.co.uk

BETWEEN

(1) Infinity Technology Solutions Limited incorporated and registered in England and Wales with company number 04330595 whose registered office is at The Coach House, Spencer Mews, Tunbridge Wells, Kent TN1 2PY. (Supplier).

AND

(2) The customer named and identified in the Order Form (Customer) who shall be contacted using the information provided in the Order Form. If this changes, the Customer must notify the Company as soon as practicable.

In what follows, all capitalised terms shall bear the same meanings as apply in the Standard Terms and Conditions.

PART 7 – SERVICE CODE (SC) “A” - SUPPLEMENTARY TERMS AND CONDITIONS - ACCESS SERVICES

These apply in addition to the Standard Terms and Conditions which are hereby incorporated by reference.

1. Before Activating a Service, the Supplier may:
 - 1.1. conduct due diligence to ascertain whether the Service is available in each Customer Location;
 - 1.2. carry out a line test and/or site survey of the Customer’s Premises.
2. If the Supplier determines that the Service cannot be Activated, the Supplier shall notify the Customer and may propose an alternative Service (e.g. a lower bandwidth line). If the Customer chooses to accept the alternative Service, it shall confirm this by email to the Supplier at adslorders@infinity.uk.com within five (5) Business Days from the date of notification and the Order shall be deemed amended accordingly.
3. If the Customer chooses not to accept an alternative Service within the time period set out in Clause 2, or an alternative Service is not offered, the Customer will be deemed to have cancelled the Contract and the provisions of Clause 3 of the Standard Terms and Conditions shall apply.

4. The Customer acknowledges that it may not always be possible to establish whether the Service can be activated until after the Service is installed at the Customer's Premises.
5. Information concerning installation lead-times, the technical specifications applicable to any Service including for matters such as: security; bandwidths; Sync Rates; requisite infrastructure (copper or fibre); access to emergency services via 999 and other dedicated lines; and other functions and facilities can be obtained from the Supplier on request to info@infinitygroup.co.uk
6. Customer may migrate a service to another provider at any time. Charges will be due and payable for the balance of any Minimum Term and/or for any notice period according to the applicable terms and conditions.
7. **SUPPORT AND FAULT FINDING**
 - 7.1. Customer shall report all faults to the Supplier's support team using the procedure detailed in Clause 8 of the Standard Terms and Conditions. The Supplier will respond and resolve each fault in accordance with these provisions.
 - 7.2. The Supplier shall allocate each reported fault a fault reference number, which must be used in all further dealings concerning that fault.
 - 7.3. The Supplier support engineers will diagnose the fault remotely. Customer shall carry out all checks requested by the Supplier to help diagnose and resolve a fault, including but not limited to first line checks, such as checking router status - power, carrier (Sync or CD light etc), testing with new cabling and filters as necessary, rebooting site equipment and removing faceplate on BT NTE5 master sockets. Additional checks, such as plugging a PC or laptop directly into the NTE may be necessary. Customer shall provide all assistance and carry out all checks requested by the Supplier promptly and in accordance with the Supplier's reasonable instructions.

8. FRAUD CHARGES

All Charges due to the Supplier for traffic routed via any telephone number, line or IP address to be accessed by this service shall be paid in full by the Customer by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of the Supplier or the Supplier's employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by the Supplier. The Customer's attention is also drawn to the provisions relating to authorised use and the Customer's obligations set out in clause 9.3 (h) and (i) of the Standard Terms and Conditions.

9. SERVICE LEVELS

- 9.1. The Supplier provides a telephone help-desk to provide first-line technical support to the Customer during Working Hours and augmented support in respect of Services to which augmented support applies beyond Working Hours.
- 9.2. For the purposes of this Clause 9.2 a "Service Failure" shall mean a circumstance in which the Customer has raised a support call and the modem, when correctly connected and configured, does not respond to Pings or SNMP polling from the Supplier or a BT line test indicates a fault, which fault is not due to any of the circumstances set out in Clause 12.2 (g)(i) to (ix) inclusive of the Standard

Terms and Conditions. Should the Service experience a Service Failure the Supplier will use reasonable efforts to repair the Service Failure as soon as reasonably practicable.

- 9.3. In the event that a purported Service Failure is attributable to the Customer or to its equipment, the Supplier shall be entitled to invoice Customer for any costs and expenses reasonably incurred in investigating the matter.
- 9.4. It is technically impracticable to provide a 100% fault free Service and the Supplier does not warrant or undertake to do so.