Broadband Service Terms

NUWAVE IT Consultancy Ltd

Version 1.0, 09th October 2026. Published at Terms and Conditions - NUWAVE IT CONSULTANCY. Words defined in the Master Service Agreement have the same meaning here.

These terms apply if the Quote lists a broadband Service (FTTP, SOGEA, FTTC or similar). They apply in addition to the Core Terms and flow down terms that NUWAVE must pass on from its Underlying Supplier.

BB.1 **Service.** NUWAVE will supply the broadband Service at the speed band, site and Initial Term in the Quote. The Customer accepts that the speed it receives depends on line length and quality, the network and the time of day, and that quoted speeds are estimates. NUWAVE does not guarantee a particular speed.

BB.2 **Ordering and installation.** Orders depend on the Underlying Supplier and the network operator accepting the order and on a line check and survey. Lead times given are estimates only. If the operator's installation or a third party's work is delayed, clause 4.3 applies. If an engineer visit fails or is wasted through the Customer's act or omission (for example, no access, or no asbestos register produced on request for a building built before 2000), NUWAVE may charge the abortive visit charge, at cost, under clause 8.9.

BB.3 **Minimum period.** The Initial Term is as stated in the Quote, subject to clause 5.2. It is never less than the minimum period the network operator or Underlying Supplier requires. If the Customer moves premises, it may ask NUWAVE to transfer the Service, which is subject to availability, an order and any charges the operator makes. If the Service cannot be transferred, the early termination charge applies. A change of speed, product or site may require a new Initial Term, which the updated Quote will state.

BB.4 **Faults and credits.** NUWAVE's fault response is standard care: a fault reported to NUWAVE will be reported to the Underlying Supplier, which aims to resolve a total loss of service within 40 working hours, as the supplier counts them (or the shorter target of any higher care level stated in the Quote). This is a target. No service credit is payable, except that NUWAVE will pass on to the Customer, in the form the Underlying Supplier gives it, any credit that the operator or Underlying Supplier actually gives NUWAVE for that Customer's Service, less any sums the Customer owes NUWAVE.

BB.5 **Termination and disconnection charges.** Where an operator or Underlying Supplier charges for ending, disconnecting, moving or changing a line before the end of its term, or on any ending (for example, ETF equal to the remaining rentals, and disconnection fees that vary by operator and by whether the Service has run for less than 12 months), NUWAVE will pass the charge on at cost, as clauses 16.6(b) and 16.7 provide. The amounts depend on the line and operator, and NUWAVE will tell the Customer what applies to its line before it signs, in the Quote.

BB.6 **Supplier equipment and cashback.** Equipment that an operator or Underlying Supplier supplies with the Service (for example, a hub or router) belongs to the supplier. The Customer must look after it, use it only with the Service, and return it when NUWAVE asks, and in any event within 14 days of the Service ending (clause 16.9), or pay the replacement or non-return fee the supplier charges (for example, £90 for a hub), which NUWAVE will pass on at cost. Where an operator pays or gives the Customer cashback or a

connection credit and the Service ends within the clawback period (for example 12 months), the Customer must pay it back, and NUWAVE may recover it from the Customer.

BB.7 **Notice Period.** The Notice Period for non-renewal of a broadband Service is 120 days before the end of the Initial Term or Renewal Term, because the Underlying Supplier requires written (not email) notice to be given at least 90 days before the end of its term, and NUWAVE needs time to pass the notice on. Clause 18.4 applies. This paragraph does not apply to a Small Customer (see clause 9.4(c)).

BB.8 **Price changes.** NUWAVE may pass on increases in the Underlying Supplier's charges as clause 8.7 provides (subject to clause 9.4), including increases that apply after the minimum period ends, and any increase for a service that a network operator has mandated.

BB.9 **Resilience and use.** Broadband connectivity is not suitable for critical uses (clause 7.3), is not a resilient service unless the Quote says so, and the Customer should consider a back-up connection for important business functions. The Customer must not connect equipment that does not comply with the operator's requirements.

BB.10 **Speeds and line information.** The Quote states the technology used (for example full fibre (FTTP) or part fibre (FTTC or SOGEA)) and the estimated minimum, normally available and maximum download and upload speeds for the line. There is no data usage limit unless the Quote states one. The Underlying Supplier may use reasonable traffic management to protect its network, which may briefly affect speeds. If speeds are persistently below the estimated minimum, the Customer should report it as a fault under paragraph BB.4, and NUWAVE will investigate it with the Underlying Supplier.