Leased Line Service Terms

NUWAVE IT Consultancy Ltd

Version 1.0, 13th October 2026. Published at Terms and Conditions - NUWAVE IT CONSULTANCY LTD. Words defined in the Master Service Agreement have the same meaning here.

These terms apply if the Quote lists a leased line or Wires Only Ethernet Service. They apply in addition to the Core Terms and flow down terms that NUWAVE must pass on from its Underlying Supplier.

LL.1 **Service.** NUWAVE will supply the leased line or Wires Only Ethernet Service at the bandwidth, site and Initial Term in the Quote. A Wires Only Ethernet Service is the circuit only. It is supplied without a router or other customer premises equipment, and the Customer is responsible for its own equipment, configuration and, where the Service needs it, for arranging the equipment's compatibility with the circuit. The IP addresses supplied with the Service belong to the Underlying Supplier and cannot be transferred to the Customer or kept when the Service ends.

LL.2 **Ordering, lead times and construction charges.** Lead times are indicative (for example 70 working days for some services) and are not a commitment. Excess construction charges (ECC) are assessed by the Underlying Supplier or the infrastructure provider, and may be billed after the Service is handed over. Clause 4.4 applies. The Customer must provide wayleaves, landlord consents, access and a suitable environment as the Equipment, Sites and Access Terms provides, before and during installation.

LL.3 **Term and rentals.** The Initial Term is as stated in the Quote and is never less than the Underlying Supplier's minimum period. After the minimum period, the Underlying Supplier may increase rentals on 30 days' notice, and NUWAVE may pass those increases on under clause 8.7. Where a mandated provider's charge applies, NUWAVE may pass it on at cost plus the uplift the supplier applies.

LL.4 **Fault targets.** The Underlying Supplier's targets are: 5 hours for Ethernet, 7 hours for other leased line types and 15 hours for a fibre break, for a total loss of service, counted from when the Underlying Supplier logs the fault with a reference number, and on the supplier's definitions. A Wires Only Ethernet Service has reduced service levels (for example 6 hours for a logical fault and 24 to 48 hours for a physical fault) and no compensation. These are targets and not guarantees, and clause 3.6 applies.

LL.5 **Credits.** NUWAVE will pass on to the Customer, in the form the Underlying Supplier gives it, the amount of any service credit that the Underlying Supplier actually gives NUWAVE for the Customer's leased line. The supplier's credits are calculated on the supplier's own rental to NUWAVE (not the Fees), at 10% of the monthly rental for each hour beyond target, to a maximum of 100% of the monthly rental in a month and 35% of the annual rental in a year, and must be claimed within 30 days. The Customer must tell NUWAVE of a fault promptly so that NUWAVE can claim in time. No other credit or compensation is payable. NUWAVE does not give credit for a Wires Only Ethernet Service.

LL.6 **Termination charges.** If the Customer ends a Service before the end of its Initial Term, clause 16.6 applies. The Underlying Supplier's early termination charge (usually the remaining rentals) and any construction costs it charges on early termination are passed on at cost only as clause 16.6(b) allows, so the Customer is not charged twice for the same period. Clause 16.7 applies to any ending.

LL.7 **Notice Period.** The Notice Period for non-renewal of a leased line or Wires Only Ethernet Service is 120 days, or any longer period stated in the Quote, because the Underlying Supplier requires at least 90 days' written (not email) notice, or longer where its order for the line says so. Clause 18.4 applies. This paragraph does not apply to a Small Customer (see clause 9.4(c)).

LL.8 **Site safety.** The Customer indemnifies NUWAVE, without limit, against any loss, damage, claim or liability arising from the condition of the Customer's site, from the Customer failing to provide a safe working environment, or from the Customer's failure to obtain a wayleave, consent or access, as the Equipment, Sites and Access Terms and clause 14.7(d) provide.

LL.9 **Resilience.** A leased line is a point-to-point service and is not resilient unless the Quote says so. The Customer should consider a back-up connection for business-critical functions (clause 7.3).