

Leased Line Agreement

This is a service agreement between **Arrival Consulting Limited** (“Arrival”, “we”, “us”, “our”) and the customer named on the Order Form (“you”, “the Customer”).

Part A — Order Form The commercial details of this circuit.	Part B — Standard Terms Version ARR-LL-1.0, effective 29 August 2026.
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Confirming the quote this Order Form is based on, or signing Part A (including by electronic signature), means you agree to Part B as printed with this Order Form. The version of Part B that applies is the one stated on the Order Form.

This Agreement is the service agreement for leased lines referred to in our website Terms of Service. If this Agreement and those website terms clash, **this Agreement wins**.

Part A — Order Form

Quote reference	{{quote_ref}}
Quote date	{{quote_date}}
Part B version that applies	ARR-LL-1.0 (effective 29 August 2026)

1. The Customer

Legal name	{{customer_legal_name}}
Company number (if any)	{{customer_company_number}}
Registered office / main address	{{customer_registered_office}}
Billing address (if different)	{{billing_address}}
Primary contact	{{contact_name}}
Email	{{contact_email}}
Phone	{{contact_phone}}

2. The circuit

Site address (A-end)	{{site_address}}
Second site (B-end, point-to-point only)	{{second_site_address}}
Service type	{{service_type}}
Circuit type	{{circuit_type}}
Speed	{{speed}}
IP addresses	{{ip_addresses}}
Router included	{{router_included}}
Target go-live date	{{target_go_live}}
Minimum term	{{minimum_term_months}} months from the Go-Live Date

Service type is one of: Managed Internet Leased Line / Unmanaged Internet Leased Line / Point-to-Point Leased Line. The circuit may go live earlier than the target date. Billing starts on the actual Go-Live Date. Do not order if you are not ready for the circuit to come up.

3. Charges (excluding VAT)

Installation (ex VAT)	£ {{installation_ex_vat}}
Monthly rental (ex VAT)	£ {{monthly_rental_ex_vat}}
Excess Construction Charges (if known at quote)	{{ecc_ex_vat}}

VAT is added at the rate then in force. Other charges may arise under Part B (for example abort charges, carrier pass-through charges, or Excess Construction Charges found at survey).

Quotes are subject to survey. This Order Form is not binding on us until we accept it in writing after the carrier has accepted the order.

4. How you pay

Invoices are monthly in advance from the Go-Live Date. You pay within **14 days** by Direct Debit or bank transfer, in pounds sterling.

5. Acceptance

By signing below, or by confirming the quote that this Order Form is based on, you confirm that:

1. you have read **Part B (Standard Terms), version ARR-LL-1.0, effective 29 August 2026**;
2. you agree to this Order Form and those Standard Terms, which together are the Agreement;
3. the details above are correct, so far as you know; and
4. the person signing is authorised to bind the Customer.

Signed for the Customer

Name

{{signatory_name}}

Role

{{signatory_role}}

Signature

Date

Signed for Arrival Consulting Limited

Name

{{arrival_signatory_name}}

Role

{{arrival_signatory_role}}

Signature

Date

Arrival Consulting Limited · Company no. 14637416 · Registered office: 1058 Christchurch Road, Bournemouth BH7 6DS · Also: Unit 4a Dell Buildings, Lymington SO41 0ED · arrival.co.uk · hello@arrival.co.uk · 01202 000150

Part B — Standard Terms

Version ARR-LL-1.0 · Effective 29 August 2026

These Standard Terms apply to every leased line we supply under an Order Form that names this version.

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1. Who we are

We are Arrival Consulting Limited, a company registered in England and Wales with company number 14637416. Our registered office is 1058 Christchurch Road, Bournemouth BH7 6DS. We also work from Unit 4a Dell Buildings, Lymington SO41 0ED.

We are a local managed service provider. We supply leased lines to businesses by ordering them from our network provider (in this Agreement, **the carrier**). We remain the supplier you contract with. You do not have a contract with the carrier.

Office hours are Monday to Friday, 8:30am to 5:30pm, London time, except English bank holidays. **Fault reporting for leased lines is 24 hours a day, every day** — see section 8.

2. Words we use

Agreement means Part A (the Order Form) and Part B (these Standard Terms), together.

Business Day means a day that is not a Saturday, Sunday or English bank holiday.

Charges means installation, rental, Excess Construction Charges, abort charges, pass-through charges and any other sums due under this Agreement.

Circuit means the leased line described on the Order Form.

Go-Live Date means the date we tell you the Circuit is ready to use, or the date you first use it, whichever is earlier.

Minimum Term means the period on the Order Form, starting on the Go-Live Date. If the Order Form is silent, it is 36 months.

NTE means the network terminating equipment the carrier or we install as the end of the Circuit at your site.

Order Form means Part A, including any accepted quote that we convert into Part A.

Services Equipment means routers, NTEs and other kit we or the carrier supply as part of the Circuit.

Site means the premises on the Order Form.

we / us / Arrival means Arrival Consulting Limited.

you / the Customer means the person or company named on the Order Form.

Headings are for reading only. "Including" does not limit what comes before it. Notices under this Agreement must be in writing (email is writing). Times are London time. An hour is 60 minutes. A day is 24 hours.

3. The service

3.1 We will supply the Circuit with the reasonable skill and care you would expect from a professional communications provider.

3.2 A leased line is a dedicated, fixed-capacity circuit. The Order Form says which of these you have:

- **Managed Internet Leased Line** — a circuit to your Site with internet access. We supply a router if the Order Form says so, and we monitor the Circuit.
- **Unmanaged Internet Leased Line** — a circuit to your Site with internet access. You supply the terminating kit and you monitor it.
- **Point-to-Point Leased Line** — a private circuit between two of your sites. It is not monitored by us unless the Order Form says otherwise.

3.3 No communications service is free of faults. We do not promise that. We will put faults right in line with the restore targets in section 9. Credits under section 10 are the remedy if we miss those targets.

3.4 Target dates, including a target Go-Live Date, are estimates. Apart from the credits in section 10, we are not liable if a date slips.

3.5 The Circuit may share infrastructure with the carrier's network and with other customers of the carrier. That is normal for this type of service.

4. Quotes, orders and Excess Construction Charges

4.1 Every quote is subject to survey and to these Standard Terms. A quote is not an offer.

4.2 An order is not binding on us until we accept it in writing after the carrier has accepted it. Until then we can decline the order.

4.3 If the carrier needs extra building work, a wayleave, or similar, they may levy **Excess Construction Charges (ECC)**. We will tell you in writing, with the reason and the amount. You must agree in writing and pay **50% of the ECC** before we tell the carrier to go ahead. If you do not agree, you can cancel that order with no penalty.

4.4 Once there is no ECC, or once you have agreed an ECC, you cannot cancel free of charge. Section 7 then applies.

4.5 A request to upgrade or downgrade a live Circuit is not a new order. If we accept it, it varies the existing Order Form.

4.6 You must give us accurate Site and order details. If you do not, survey, delivery and the SLA can fail, and extra carrier charges can follow.

5. When the circuit goes live

5.1 The carrier can complete and hand the Circuit over earlier than the target date, including at short notice. We are not liable for an early handover. **Billing starts on the actual Go-Live Date.** Do not order a leased line unless you are ready for it to come up.

5.2 If go-live is delayed because of you (for example no access, no power, no landlord consent, or you ask us to wait), we may treat the target Go-Live Date as the date rental and installation become due, unless we agree otherwise in writing.

5.3 If the Circuit is dead on arrival — it does not work when first handed over — the restore targets in section 9 do not apply to that failure. If we or the carrier caused the delay after the original Go-Live Date, we will credit rental on a per-day basis for that delay. That is the remedy.

6. Minimum term, rolling on, and ending the service

6.1 You take the Circuit for the Minimum Term. After that it carries on until either of us ends it on notice under this section.

6.2 To end the Circuit at the end of the Minimum Term, or at any time after that, you must give us **35 working days'** written notice to hello@arrival.co.uk. That single period covers every circuit type we supply. Notice cannot expire before the last day of the Minimum Term.

6.3 We may end the Circuit by giving you the same notice, not to expire before the last day of the Minimum Term, unless section 17 applies (ending for cause).

6.4 Ending this Agreement does not end an Order Form that is still inside its Minimum Term. That Order Form runs to the end of its Minimum Term unless we are entitled to end it earlier under section 7 or 17.

7. Cancelling before go-live, and leaving early

7.1 If you cancel an order after we have placed it with the carrier and before Go-Live, you will pay any abort or cancellation charges the carrier levies on us, plus our reasonable administration cost.

7.2 If you end the Circuit during the Minimum Term (other than because we are in material breach that we have not fixed under section 17), you will pay the remaining rental from the end date through to the last day of the Minimum Term. We may invoice that remaining rental as **one amount**.

7.3 Those sums are a genuine pre-estimate of our loss. The carrier bills us for the Circuit whether or not you still want it.

8. Support and how to report a fault

8.1 Report leased-line faults **24 hours a day, every day**, including bank holidays.

- During office hours: phone **01202 000150** or email **hello@arrival.co.uk**.
- **Outside office hours you must phone.** An email alone does not start the clock.

Have the quote reference, Site address and a clear description of the fault ready. We may ask you to run simple checks first.

8.2 For a Managed Internet Leased Line we monitor the Circuit and will tell you if we see a fault. You should still phone us if you see a problem we have not already raised. For Unmanaged and Point-to-Point circuits, you must report faults. We do not monitor those unless the Order Form says we do.

8.4 We will update you by email or phone, whichever is more useful.

8.5 We (and the carrier) may suspend the Circuit for planned or emergency maintenance. For planned work we will give at least **two Business Days'** notice where we can, and we will try to keep the disruption short. Emergency work may happen with no notice. Please co-operate so the work can start and finish on time. Planned maintenance in office hours that we did not ask you to book counts as downtime for credits, unless an exclusion in section 10 applies.

8.6 Either of us can escalate a fault if progress is not acceptable or the restore target looks likely to be missed. Ask for a supervisor on 01202 000150 or email hello@arrival.co.uk with the ticket number.

9. Restore targets

9.1 We aim to restore service within the times in the table below. These are targets, not a promise that the Circuit will never fail.

9.2 The clock starts when we have logged the fault with the carrier after you have reported it in line with section 8. The clock **pauses** if we cannot get safe access to the Site, or if we or the carrier are waiting for information or assistance from you.

9.3 Complex faults, or faults that need a third party, can take longer. We will try to put in a temporary workaround and follow with a permanent fix.

9.4 A fault is cleared when it is fixed (including by a temporary workaround that restores the service), or when we have investigated and told you it is not a Circuit fault or not our responsibility.

Circuit	Complete outage	Fibre break	Packet loss > 5%	Small packet loss
Fibre Ethernet (Openreach, Sky, TalkTalk fibre, BT Wholesale fibre)	5 hours 30 minutes	5 hours 30 minutes	12 hours 30 minutes	24 hours 30 minutes
Virgin Media fibre	5 hours 30 minutes	15 hours 30 minutes	12 hours 30 minutes	24 hours 30 minutes
CityFibre fibre	6 hours 30 minutes	6 hours 30 minutes	12 hours 30 minutes	24 hours 30 minutes
CityFibre GPON	9 hours 30 minutes	9 hours 30 minutes	12 hours 30 minutes	24 hours 30 minutes
BT Wholesale EFM / GEA	7 hours 30 minutes	7 hours 30 minutes	12 hours 30 minutes	24 hours 30 minutes
TalkTalk EFM	6 hours 30 minutes	6 hours 30 minutes	12 hours 30 minutes	24 hours 30 minutes
TalkTalk EoFTTC	7 hours 30 minutes	7 hours 30 minutes	12 hours 30 minutes	24 hours 30 minutes
BT Wholesale wireless	10 hours 30 minutes	n/a	12 hours 30 minutes	24 hours 30 minutes
Colt unprotected	8 hours 30 minutes	8 hours 30 minutes	12 hours 30 minutes	24 hours 30 minutes
Colt protected	4 hours 30 minutes	4 hours 30 minutes	12 hours 30 minutes	24 hours 30 minutes

9.5 We and the carrier aim for high packet success and low latency on the core network. Credits under this Agreement are only for missed restore targets, as set out in section 10. We do not give a separate credit for packet-success or latency percentages.

10. Credits

10.1 We aim for 100% availability. That is a target. If we miss a restore target in section 9, **credits under this section are the only remedy**. They take the place of any other claim for that failure.

10.2 How credits are worked out. For each hour (or part hour) that a qualifying outage runs past the restore target, we credit **one day's rental** for that Circuit. A part hour counts as a full hour.

10.3 If the Order Form includes a resilient pair and both are affected by the same qualifying outage, the credit is calculated on both circuits' rental.

10.4 Caps. Credits in any calendar month cannot exceed **100% of that month's rental** for the Circuit. Credits in any 12 months starting on the Go-Live Date cannot exceed **25% of a year's rental** for the Circuit.

10.5 How to claim. Claim in writing to hello@arrival.co.uk within **14 days** of the fault being closed. Quote the ticket number. We credit a valid claim on a later rental invoice.

10.6 What does not count. No credit is due, and the restore targets do not apply, if the failure is caused by any of the following:

- planned or emergency maintenance (section 8.5);
- your kit, your LAN, or any network that is not the Circuit or the carrier network we use to deliver it;
- you connecting equipment other than through the NTE (section 13);
- a force majeure event (section 19);
- a denial-of-service attack;
- your breach of this Agreement, or a suspension we are entitled to make;
- no access, a missed appointment, or aborted work, where that is not our fault;
- you not giving information or help we or the carrier reasonably need;
- we cannot obtain a permission or consent we need, through no fault of ours;
- inaccurate order or Site details you gave us;
- a Point-to-Point or Unmanaged Circuit where you did not report the fault as section 8 requires;
- dead on arrival (then section 5.3 applies instead).

10.7 Credits are not cash. They are not a penalty. They are the agreed compensation for missed restore targets.

11. Charges, billing and payment

11.1 You will pay the installation charge, the Rental, and any other Charges due. We invoice **monthly in advance**. The first billing period starts on the Go-Live Date. Charges are in pounds sterling and **exclude VAT**, which you pay at the rate then in force.

11.2 Pay each invoice within **14 days** of the invoice date, by Direct Debit or bank transfer, without set-off or deduction.

11.3 If an invoice is not paid on time and is not genuinely disputed, we may charge statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, plus our reasonable recovery costs. We may also **suspend** the Circuit until you pay.

11.4 If the carrier changes what they charge us for the Circuit, we may change the Rental by the same amount. We will give you **30 days'** written notice.

11.5 If the carrier levies a charge because of something you or your users did (for example a missed appointment, damage, or a change you asked for), we will pass that charge on **at cost plus 10%**.

11.6 If your payment history or financial position gives us reasonable cause for concern, we may ask for a deposit or other security before we continue to supply.

12. Equipment

12.1 Services Equipment remains ours, or the carrier's. It does not become yours.

12.2 You will prepare the Site. You will provide space, power, a suitable environment, and connection points. You will obtain wayleaves, landlord consent and any other permission needed for us and the carrier to install and keep the kit there.

12.3 You will look after Services Equipment. Nobody other than us or the carrier may add to, move or interfere with it. You are responsible for loss or damage, except fair wear and tear and damage we or the carrier cause.

12.4 When the Circuit ends, you will return kit we supplied, on request. **Keep carrier kit for 30 days** after cease, in case the carrier asks for it back. We may enter the Site on a Business Day to collect kit.

13. Connecting your kit

13.1 Anything you connect to the Circuit must be technically compatible, must not harm the network, the Circuit, Services Equipment or anyone else's network, and must be used in line with the law and relevant standards (including Ofcom and applicable European and international telecoms standards).

13.2 Connect only through the **NTE** we or the carrier provide. If you connect any other way, we are not liable for missed restore targets or other failures that follow.

13.3 We may disconnect your kit if this section is not met, or if we reasonably believe it may cause death or injury.

14. Site access

14.1 You will get us and the carrier onto the Site safely, and onto any other premises needed, so we can survey, install, maintain, repair and remove the Circuit and Services Equipment. You will make sure any occupier does the same.

14.2 We will follow your reasonable site safety and security rules, if you tell us them in time.

14.3 You will provide a suitable and safe working environment. **You indemnify us** against loss, damage, cost, claims and proceedings that arise because the Site was not safe or because you broke this section. **That indemnity sits outside the liability cap in section 16.**

14.4 Making good and decorator's work after an install is your job. We are responsible for property damage caused by our negligence, subject to section 16.

15. How you must use the Circuit

15.1 Use the Circuit in line with any reasonable operating instructions we give you.

15.2 You must not, and you must not let any user, use the Circuit to:

- publish or send defamatory, obscene, indecent or illegal material;
- threaten, harass, stalk or abuse anyone, or invade their privacy;
- carry out illegal activity;
- share software or files you have no right to share;
- send malware or corrupt data;
- hide the true ownership of material you send;

- try to reach parts of the network you have been told are restricted.

15.3 If you become aware of misuse, stop it. If we tell you of misuse, you have **one Business Day** to reply with the steps you have taken, which may include cutting off the user. If you do not, we may restrict or suspend that user or the whole Circuit.

15.4 You are responsible for what your users do with the Circuit.

16. Liability

16.1 Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or any other liability that English law does not allow us to limit.

16.2 Neither of us is liable to the other, in contract, tort (including negligence), misrepresentation or otherwise, for:

- loss of profit, business, contracts, anticipated savings, goodwill or revenue;
- loss or corruption of data; or
- any indirect or consequential loss,

whether or not that loss was foreseeable.

16.3 Subject to 16.1 and 16.4, each party's total aggregate liability to the other under or in connection with this Agreement is limited to the **lesser of £100,000 or the Charges paid or due in the previous 12 months**.

16.4 Your indemnity to us for misuse of the Circuit by you or your users (section 15 and this 16.5) is capped at **£200,000**. The Site-safety indemnity in section 14.3 is **not** limited by 16.3.

16.5 You indemnify us against claims, losses and reasonable legal costs arising from use of the Circuit by your users or by anyone you allow to use it, except to the extent caused by our negligence or our breach of this Agreement.

16.6 We are not liable for missed restore targets if you connect kit other than through the NTE.

17. Suspension and ending for cause

17.1 Either of us may end this Agreement immediately by written notice if the other:

- is insolvent, or something equivalent happens under the Insolvency Act 1986 (including a receiver, administrator or arrangement with creditors, or being unable to pay debts as they fall due); or
- commits a material breach (or persistent breaches) and, if it can be fixed, does not fix it within **30 days** of written notice.

17.2 We may immediately suspend or end all or part of the Circuit if:

- Ofcom or another regulator finds, or we reasonably consider, that use of the Circuit is illegal, fraudulent, or in breach of an applicable code; or
- a regulator withdraws an authorisation the carrier or we need, so we can no longer legally supply the Circuit.

17.3 We may suspend for unpaid invoices that are not genuinely disputed (section 11.3).

18. After the Circuit ends

18.1 You will stop using the Circuit. You will let us or our nominee onto the Site on a Business Day to remove Services Equipment.

18.2 Sections that are meant to survive do survive, including charges already due, sections 7, 10.7, 12, 14.3, 16, 18 and 20, and any indemnity.

19. Events outside our control

We are not liable for failure or delay caused by events outside our reasonable control. That includes fire, flood, severe weather, epidemic, war, terrorism, riot, industrial action (other than by our own staff), government action, and power failure. Ordinary Circuit faults are not force majeure; those are what the restore targets in section 9 are for. Force majeure is an exclusion from credits under section 10.6.

20. General

20.1 This Agreement and the website terms. This Agreement is the service agreement for this Circuit. It beats our website Terms of Service if they clash. Together with the Order Form it is the whole agreement for the Circuit. You have not relied on any statement that is not written here. That does not exclude liability for fraud.

20.2 Changes. We may update these Standard Terms for new orders, under a new version number. The version named on your Order Form continues to apply to that Circuit unless we both agree otherwise in writing. Rental changes are dealt with in section 11.4.

20.3 Transfer. You may not assign this Agreement without our written consent. We may subcontract to the carrier and to others, and we remain responsible to you for the Circuit.

20.4 Waiver and severability. If we do not enforce a right, we still have it. If a court finds a part of this Agreement unenforceable, the rest still applies.

20.5 Third parties. A person who is not a party has no right to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.

20.6 Notices. Notices must be in writing. Email to hello@arrival.co.uk (for us) and to the email on the Order Form (for you) is enough, unless this Agreement says a notice must be posted. Formal notices about ending the Agreement should also be sent to our registered office.

20.7 Law. This Agreement is governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

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