

## Gradwell EFM Circuit Agreement

### General

1.1 These terms are an addendum to and form part of the contract for the supply of an Ethernet First Mile (EFM) circuit by Gradwell dot com Ltd (Gradwell) to you, the customer. The general terms and conditions can be found at:  
<http://www.gradwell.com/tandcs>

### 2. Minimum Period and Associated Cancellation Charges

2.1 The supply of an EFM circuit provided by Gradwell is subject to a Minimum Period of one calendar year from the Circuit Delivery Date (CDD), that is, that date on which the first phase of the EFM circuit is installed.

2.1.1 If you cancel the EFM circuit at any point *after* the CDD, you will be required to pay full amount of the 1 year installation fee as well as the full amount of the 1 year recurring fee, both of which can be found at  
<http://www.gradwell.com/broadband/efm#pricing> and which may change from time to time

2.1.2 In this situation, you may also be required to pay the fees levied by BT Openreach and/or Opal for sending an engineer to your premises, which is currently £150.00 per visit but which may change from time to time.

2.2 You may also liable for charges associated with the provisioning and supply of the EFM circuit *prior* to the CDD in accordance with the following scale:

2.2.1 If you cancel the EFM service after the confirmation of the CDD is given to you but five working days before the actual CDD, you will be required to pay 75% of the 1 year installation fee as set out on the EFM pricing page on the Gradwell website, available at:  
<http://www.gradwell.com/broadband/efm#pricing> and which may change from time to time.

2.2.2 If you cancel the EFM service after the confirmation of the CDD is given to you but within 4 working days of the actual CDD, you will be required to pay 95% of the 1 year installation fee as set out on the EFM pricing page on the Gradwell website, available at: <http://www.gradwell.com/broadband/efm#pricing> and which may change from time to time.

2.3 All Cancellation Charges are levied in reference to the 1 year Contract Charge, irrespective of the contract length in question.

2.4 The Cancellation Charges set out above will be levied irrespective of the reason for you choosing to cancel the EFM circuit.

2.5 For the avoidance of doubt, the Cancellation Period as set out in the general Terms and Conditions available on the Gradwell website does not apply to the supply of EFM circuits.

Signed for and on behalf of:-

**The Customer**

\_\_\_\_\_  
Signature

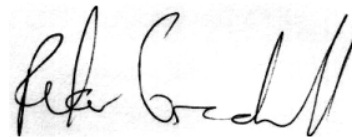
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

Signed for and on behalf of:-

**Gradwell dot com Ltd.**



\_\_\_\_\_  
Signature

PETER GRADWELL  
Printed Name

\_\_\_\_\_  
Date