



Colocation specific terms and conditions

Issue date: 27 June 2019

1. Definitions

These Terms are supplementary to the services agreement under which we provide products and services to you. In addition to the definitions set out in that services agreement the following words and expressions shall mean:

“Colocation Suite” a room within a Data Centre within which the Colocation Services are provided by Zen;

“Customer Equipment” The Customers telecommunications, information technology (including servers) and other equipment from time to time installed in the Customer Space;

“Customer Space” Space in a shared or dedicated rack, which is allocated by Zen for use by the Customer, the location and size of which is set out in the Order;

“Data Centre” the data centre facility at the address set out in the Order;

“Data Centre Rules” the rules, policies and procedures relating to the Data Centre and its use or any revision of them notified to the Customer from time to time;

“Network Connection” The network connection provided in accordance with the agreed design to enable the Customer’s Equipment to connect to the Internet;

“Product Information” The product specific handbook, information and/ or documentation provided to the Customer by Zen including any technical specifications, process documents and other information.

“Remote Hands” physical maintenance by Zen in response to a support request.

2. The Services

2.1 The Colocation Services include:

2.1.1 provision of a Customer Space in a Colocation Suite ; and

2.1.2 a high-speed Network Connection to Zen’s core network for internet access ; and

2.1.3 a range of Internet Protocol (IP) addresses for use by the with the Customer Equipment;

2.1.4 colocation support as described in the Product Information.

3. Power

3.1 Zen will monitor and review the Customer’s power consumption on a monthly basis and:

3.1.1 where the actual amount of power consumed by the Customer has exceeded the ‘power allocation’ agreed in the Order, Zen may :

3.1.1.1 charge the Customer for the amount of power used by the Customer over that power allocation; and/ or

3.1.1.2 increase the Customer’s power allocation to the next band of power usage in line with Zen’s current price list for power.

3.1.2 Where the standard power charges are increased by Zen’s electricity supplier, Zen may, on notice to the Customer, increase its Charges by a corresponding amount.

4. Customer Rights and Obligations

- 4.1 The Customer shall insure the Customer Equipment against all usual commercial risks including its obligations under the Contract.
- 4.2 If the manufacturer's warranty for the Customer Equipment has expired, the Customer shall ensure an electrical safety test is carried out in every 12 month period following the date of expiry of the manufacturer's warranty.
- 4.3 The Customer shall and will ensure that its Personnel comply at all times, with the Data Centre Rules and any statutes, regulations and codes of practice applicable to the Customer Space or its use.
- 4.4 The Customer shall not make any alteration or modification to any of Zen's Equipment, fixtures and fittings or any other parts of the Colocation Suite or Data Centre.
- 4.5 The Customer shall keep that part of the Colocation Suites at which the Customer Equipment is located, clean and tidy and free from rubbish and other debris and refrain from obstructing any doors or access to that space at all times.
- 4.6 The Customer will act with the necessary care and skill when working in the Colocation Suite, on the Customer Equipment or otherwise, and shall not cause any injury, damage or nuisance to, or interference with any person or property including the Data Centre and/ or any equipment owned by third parties which may be located there.
- 4.7 The Customer shall ensure that, at all times, the Customer Equipment, fully conforms with the manufacturer's specification and any applicable standard or approval and/ or other regulations which may apply to it, including, those concerning safety and electromagnetic compatibility.
- 4.8 Subject to the Customer paying the Charges and Complying with the Data Centre Rules, Zen shall permit the Customer on reasonable notice, access to each Colocation Suite where the Customer Equipment is held. Where the Customer Space is part of a shared rack, access will be provided only under the supervision of a Zen engineer at all times, and strictly by appointment.
- 4.9 Despite paragraph 4.11, in cases where emergency maintenance and/or repair work is necessary the Customer shall give Zen as much notice as is reasonable under the circumstances but in any event not less than 4 hours (and the Customer acknowledges and accepts that immediate access may not be possible).
- 4.10 Other than as permitted in paragraph 4.11, the Customer shall dismantle the Customer Equipment and take it to the designated repair area.
- 4.11 When the Customer Equipment is situated in the rack, the Customer may only repair or replace parts which are specifically designed to be accessed in situ.
- 4.12 Before beginning any repair or maintenance (including that specified in paragraph 4.11 above) the Customer shall power off the Customer Equipment.

5. Access by Authorised Personnel

- 5.1 The Customer shall provide a list of authorised Personnel who may access the Colocation Suite on their behalf. The Customer shall notify Zen in writing of any change to the list of authorised Personnel.
- 5.2 Zen may refuse any person entry to the Data Centre if:
 - 5.2.1 he or she cannot demonstrate that he/she is authorised by the Customer; refuses to comply with the Data Centre Rules and/ or access procedures; or
 - 5.2.2 Zen reasonably considers it cannot allow a person entry for any reason (whether or not they are authorised).

6. Relocation of Customer Equipment

- 6.1** Zen may, by giving the Customer 3 months' notice (except that in an emergency Zen shall give the Customer as much notice as is reasonably possible), move the Customer Equipment to a different Colocation Suite or Data Centre and shall endeavour to consult with the Customer prior to any relocation, to minimise any disruption to the operation of the Customer Equipment.

7. Remote Hands

- 7.1** Any action taken by Zen as part of the Remote Hands Service will be only on the Customer's precise written instructions, and the outcome of those actions will be the Customer's sole responsibility.
- 7.2** The activities which may be carried out by Zen as part of the Remote Hands Service are set out in the Product Information.
- 7.3** The number of instances of Remote Hands available to the Customer in each calendar month is set out in the Order. Where the Customer does not take the Remote Hands Service or requires additional Remote Hands instances Zen will charge the Customer at the applicable standard rate as advised by Zen. Unused Remote Hands support allowance expires at the end of each month and cannot be carried forward.