

## Terms and Conditions for Business Broadband products

### Our contract with you

**1. The service** - The service gives you high-speed network access to the internet, a range of internet services, helpdesk services applications and will be provided to you at the premises we agree with you (your premises).

**2. When does our contract with you start** - You can sign up for the service by telephone or via our approved third party channels. When you have done this, this contract (as set out in these terms and conditions) starts. If you sign up for the service via the form which we provide to you, this contract starts when we have countersigned the form.

**3. Our commitment to you** - When we provide the service to you we will always endeavour to use the reasonable skill and care of a competent internet service provider.

### Providing the service to you

#### **4. Getting started**

4.1 Before we can be certain that we can provide you with the service, we need to do the following:

(a) successfully complete a line test and survey; and (b) if applicable, successfully install the equipment needed for you to use the service; and (c) successfully activate the service.

If we cannot provide you with the service because one of the above cannot be successfully completed we will notify you as soon as possible.

4.2 If any equipment needs to be installed at your premises we may give you some advice on preparing your premises. As a minimum, you will need to provide a suitable location for equipment we install for you. You will also need a BT enabled phone line. This line may be provided by BT directly or by another provider of your telephone services

4.3 If we need to access or put our equipment on someone else's premises in order to provide you with the service you will need to make any necessary arrangements.

4.4 When equipment is being installed at your premises the normal expectation is that you will be likely to lose your telephone service for between a few minutes and two hours. This is because your existing connection needs to be replaced to allow you to access the service. If we are installing the equipment, we will try and make any loss of service as brief as possible.

4.5 Although we will use our reasonable efforts to install or activate the service by the date that we agree with you, all dates are estimates and we cannot guarantee that we will meet them.

#### **5. Equipment**

5.1 All equipment must also be used in accordance with all relevant instructions and safety and security procedures.

5.2 Title in any equipment we install or provide to you remains with us unless you have paid us for any such equipment in which case title passes to you on our receipt of such payment.

5.3 If you damage or lose our equipment, we may require you to reimburse us for the reasonable charges for repair or replacement.

5.3 We may want to recover our equipment from your premises at the end of this contract and you agree to allow us to do this.

#### **6. Accessing your premises**

We may need access to your premises from time to time (for example, for installation, repairs, maintenance or upgrades or to recover our equipment when this contract comes to an end). If we do, we will give you advance notice and so long as appropriate identification is shown you agree to allow us access. We will meet your reasonable requirements and you must meet ours, concerning the safety of people on your premises.

#### **7. Making sure the service is secure**

7.1 We will issue you with a set of usernames and passwords. These are essential for your secure use of the service so you must ensure that they are kept confidential, secure and are used in accordance with all relevant instructions.

7.2 To ensure that the service remains secure, you must not change or attempt to change a username.

7.3 If we think there is likely to be a breach of security or misuse of the service we may:

(a) change your password and then we will notify you that we have done this; and/or (b) suspend username and password access to the service (please also see paragraph 17).

7.4 If you think that any username or password has become known by someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, you need to inform us immediately.

7.5 If any of the information you give to us when you sign up for the service changes, including any changes to your payment details, you must inform us immediately.

#### **8. Things we may have to do**

8.1 We may need to temporarily suspend the service for operational reasons (e.g. for repairs, planned maintenance or upgrades), but before we do we will give you as much notice as we can. We promise to restore the service as soon as possible after any suspension.

8.2 We may have to alter code or access numbers or technical specification associated with the service for operational reasons, and where we need to tell you about this we will give you as much notice as we can. The technical specification will only be changed where this will not materially affect the performance of the service.

8.3 We may give you instructions about health and safety issues when using the service, or on your use of the service to ensure the quality of the service we provide to you and other customers and you agree to observe them.

**9. Repairing faults in the service** - Although we attempt to provide you with the

best possible service, we cannot guarantee that the service will never be faulty. However, we will correct all reported faults as soon as we reasonably can.

### What we need you to do

#### **10. Paying our charges**

10.1 You must pay the charges for any equipment you purchase from us and the service provided.

10.2 We will begin charging you for the service on the date that the service is activated and available for you to use. Where you are installing equipment we provide or a third party provides to you which is necessary to receive the service, we will advise you of the date the service will be activated. In all other cases, the service will be activated once we have installed such equipment.

10.3 You will have to pay the charges within 28 days of the date of our invoice. We may charge daily interest on late payments at a rate equal to 4% per annum above the base lending rate of HSBC Bank plc.

10.4 You acknowledge that you may be subject to our credit management procedures and that we may, at any time, require you to pay a deposit or provide a guarantee as security for payment of future bills.

#### **11. Use of the service**

11.1 You must take all reasonable precautions to ensure that no one (including you) uses the service:

(a) fraudulently or in connection with a criminal offence; (b) to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights; (c) to cause annoyance, inconvenience or needless anxiety; (d) to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party; (e) in any way which in our opinion is, or is likely to be, detrimental to the provision of the service to you or any of our customers; (f) in an unlawful manner, in contravention of any legislation, laws, licence or third party rights; or (g) in a way that does not comply with any instructions that we have given you; The action we can take if the service is used in any of these ways is explained in paragraphs 16 and 17.

11.2 We may make available to you software that enables you to use the service. You must not copy or modify this software (unless allowed by law). It is important that you only access the service through this software or in an alternative way permitted by us, and you must not attempt to circumvent any security measures in the service.

11.3 When we provide you with the service it, and any associated software, is intended for your use only. Therefore, you must not re-sell, transfer, assign or sublicense the service (or any part of it) or the associated software to anyone else.

11.4 If during a Broadband service outage you are using the unmetered Broadband backup dialler, you should be aware that these services are not intended to be "always on" services. Accordingly, we can suspend or terminate your access to the service as explained in paragraphs 16 and 17 if we think that: (i) your internet connection is online for 12 hours or more in a 24 hour period; or (ii) your computer (or another device) is automatically redialling your internet connection.

11.5 Also, if during a Broadband service outage you are using the unmetered Broadband backup dialler, you should limit online sessions to two hours. To maintain the quality of the service to you and other customers, we reserve the right without notice to impose physical limits to ensure online sessions do not exceed two hours and/or to ensure periods of inactivity do not exceed 20 minutes. You can re-connect to the internet by using your dial-up connection

### Other uses of the service

#### **12. When we provide you with content**

12.1 As part of the service we may provide you with applications, data, information, video, graphics, sound, music, photographs, software or any other material. This content is always changing as we try to provide you with the best possible service, and therefore you may notice changes in the content that you can access.

12.2 The content we provide to you can only be used for your own purposes and is protected by copyright, trademark and other intellectual property rights. You are not allowed to copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the content.

12.3 Although we take precautions, we cannot guarantee the accuracy or completeness of the content. For this reason, your use of the content (for whatever purpose) is at your own risk.

12.4 Some of the content will have its own terms and conditions. These may be displayed online or elsewhere. If you access this content you will need to comply with those terms and conditions. You should be aware that any content provided on a subscription basis as part of the service will cease when this contract ends.

#### **13. Your web site**

13.1 As part of the service you may be able to set up your own web site(s). If you do this you are responsible for the material that you or anyone else puts on your web site(s). You must include your contact details (e.g. email address) clearly on your web site(s).

13.2 Material on your web site(s) must not, and the use of it must not, in any way be unlawful. In particular, you must ensure that all necessary licences and consents (including those from owners of copyrights, performing rights and any other relevant intellectual property rights) have been obtained.

#### **14. IP Addressing**

14.1 If you choose to opt for Static IP or a range of Static IP addresses provided by us, you must pay the charges for Static IP addressing.

14.2 An administrative charge will be applied to your account if you downgrade your IP status leading to a decrease in the rental charge.

14.3 We are not responsible under the contract for providing any technical or other support to your Local Area Network.

14.4 The IP addresses that are allocated to you are for use in connection only with the service and you do not gain any ownership rights in those IP addresses. You must not sell them or agree to transfer them to anyone else or try to do so. If the contract is terminated for any reason the IP addresses will revert to us.

**15. Your use of the internet** - The service allows you to access the internet. The internet is separate from the service and use of the internet is at your own risk and subject to any applicable laws. We have no responsibility for any goods, services, information, software, or other materials you obtain when using the internet (including email). You are responsible for ensuring your computer is adequately protected against viruses.

**If things go wrong**

**16. If you break this contract**

16.1 Either of us can end this contract immediately on notice at any time if the other: (a) commits a material breach of this contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; (b) commits a material breach of this contract which cannot be remedied; (c) is repeatedly in breach of this contract; or (d) is the subject of bankruptcy or insolvency proceedings, or an arrangement with creditors is made, or a receiver or administrator is appointed over any of their assets, or they go into liquidation.

16.2 We can end this contract with immediate effect if we have previously terminated your use of any service due to your breach.

**17. Suspension of the service**

17.1 Instead of terminating the service under paragraph 16 we can choose to suspend the service. If we do this we can still end this contract at a later date. If we decide to suspend the service, a password or username (for any reason), we will restore it (if neither have ended this contract) when you satisfy us that you will only use the service as we have agreed.

17.2 If we decide to suspend the service under paragraph 16, this contract will continue during the period of suspension and you will have to pay all relevant charges.

**18. Matters beyond our reasonable control** - If we cannot do what we have promised in this contract because of something beyond our reasonable control (including, without limitation, industrial disputes involving our employees), we will not be liable for this. If this continues for more than 14 days, you can terminate this contract immediately by giving us written notice. If the events continue for more than three months, we can terminate this contract immediately by giving you written notice.

**19. Our liability to you**

19.1 We will be liable if you are injured or die as a result of our negligence. We do not limit that liability, or any liability we may have to you under Part I of the Consumer Protection Act 1987, by paragraphs 19.2 or 19.3 or in any other way.

19.2 We have no liability (whether in negligence or otherwise) for any indirect or consequential loss, nor for any loss of opportunity, goodwill, reputation, business, revenue, profit, or savings you expected to make, wasted expenditure or data being lost or corrupted.

19.3 Any liability we have of any sort (including liability for negligence) is limited to £500,000 for any event or related series of events and £1,000,000 for all events in any 12 month period.

19.4 We do not have any liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunication goods or services or for faults in or failures of their networks and equipment.

19.5 Each provision of this paragraph 19 operates separately in itself and survives independently of the others.

**Ending this contract**

**20. Before the service has been activated**

You may end this contract at any time before the service is activated and available for you to use, but: (a) if we have already installed our equipment at your premises you must pay our installation and

(b) if you have purchased or been provided equipment necessary to receive the service from us, you must return such equipment to us (at our request) and we will then refund you for any payment received from you for such equipment (if applicable). Once the service has been activated and is available for you to use, you can only end this contract as set out in paragraph 21, and the Consumer Protection (Distance Selling) Regulations 2000 will not apply.

**21. After the service has been activated**

21.1 This contract can be ended by:

(a) either of us giving 28 days notice to the other; or (b) you giving us seven days notice if under paragraph 22 we inform you we are increasing our charges or changing the conditions of this contract to your detriment.

21.2 If you give us notice that ends, or we end this contract under paragraph 16, during the first 12 months from the date that the service is activated and available for you to use (other than because we have increased our charges or changed the conditions of this contract to your detriment) you must pay all charges payable for any remaining period of that 12 months.

21.3 If you have paid any charges for a period after the end of this contract beyond the 12 months referred to in paragraph 21.2, we will either repay these charges or put them towards any money you owe us.

**Other things we need to tell you**

**22. How this contract can be changed** - We may change this contract, including our charges, at any time. We will give you at least 28 days notice of any changes before they take effect. As explained in paragraph 21, you can end this contract by giving us seven days notice if we increase our charges or change the conditions of this contract to your detriment.

**23. How this contract can be transferred** - Neither of us can transfer this contract except that we can transfer all or part of it to a company that is a subsidiary or holding company of ours, or a subsidiary of that holding company (all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989).

**24. How to give notice**

24.1 If either of us gives a notice to the other under this contract this must be done either by email using the service, or in writing and delivered by hand or sent by pre-paid post to the addressee at the following address: (a) To us: at the postal address or email address shown on the appropriate web site or an alternative address which we may give you. (b) To you: if you are a company at your registered address, or at the postal address you specify when registering for the service or an alternative address which you may give us, or at the email address provided to you as part of the service.

24.2 You are responsible for checking the mail sent to the email address provided to you as part of the service.

**25. Waiver** - Neither of us shall be considered to have waived any right under this contract because of failure or delay in exercising that right.

**26. Third party rights** - A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**27. The law that relates to this contract** - English Law governs this contract and we both agree to the exclusive jurisdiction of the English courts.

**28. Confidentiality and Data Protection**

28.1 The Customer agrees to keep all Confidential Information confidential, to disclose it only to its employees that need to know it and use it exclusively for the purposes contemplated by the Agreement. This clause shall not apply to information that the Customer can prove: is in the public domain otherwise than by the Customer's breach; it already had in its possession prior to obtaining the information directly or indirectly from the Company; or a third party subsequently disclosed to the Customer free restrictions on disclosure and use. This Clause shall survive for three (3) years from when the Customer acquired that Confidential Information from the Company.

28.2 The Company and the Customer shall each comply with their respective obligations under the DPA and maintain all relevant registrations and notifications.

28.3 We may collect and process the following data about the customer: information which We collect or which the Customer submits to the Company during any sales or registration process; information the Customer provides when filling in forms or by corresponding with the Company by phone, e-mail or otherwise. This includes information the Customer provides when it requests the Services. The information the Customer gives to We may include names, addresses and phone numbers of users of the Services and of the Customer and financial and credit card information.

28.4 The Customer agrees that We may contact BT or previous communications service providers of the Customer to obtain information required to perform the Services.

28.5 The Customer agrees that We may use information held about the Customer and users of the Services in the following ways: to open and manage an account for the Services, to deliver products and services ordered by the Customer, for security and emergency service support, for credit checking and fraud prevention, and for product analysis; to carry out the Company's obligations arising from any contracts entered into between the Customer and the Company and to provide the Customer with the information, products and services that it requests from the Company; to notify the Customer about changes to services.

28.6 The customer agrees that We may share information and data provided by the Customer including Personal Data of users of the Services to: the Company's Network Operator to enable it to process the Customer's information and Personal Data, which We collect or which the Customer submits to the Company during any sales or registration process; any member of the Company's group, which means the Company's subsidiaries, ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

28.7 The Customer agrees that We may disclose information and data provided by the Customer including any users Personal Data to third parties: in the event that the Company sells or buys any business or assets, in which case We may disclose such information and Personal Data to the prospective seller or buyer of such business or assets; and if the Company or substantially all its assets are acquired by a third party, in which case information and Personal Data held by the Company about its customers will be one of the transferred assets; and if the Company is under a duty to disclose or share the Customer's information and Personal Data in order to comply with any legal obligation, or in order to enforce or apply these Terms and other agreements; or to protect the rights, property, or safety of the Company, its customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud prevention and credit risk reduction.

28.8 The Customer shall ensure that the relevant individuals and users of the Services have been informed of, and have given their consent to, such use, processing, and transfer of their Personal Data, as required by the DPA and as set out in this clause 19.