

These terms and conditions (the "Conditions") govern your use of the Service (as defined below); the content, features and functionality of the Service are described on the Order Form and at: <http://www.demon.net/premierbroadband>. The Service is supplied by THUS plc, registered office 1-2 Berkeley Square, 99 Berkeley Street, Glasgow G3 7HR, Scotland, Company No. SC192666 (the "Company").

Demon Premier Broadband

Terms and Conditions

1 DEFINITIONS

1.1 Please note some terms used in these Conditions will have a certain meaning:

"**Access Line**" means the BT telecommunications circuit that you use to obtain telecommunications services over the public switched telephone network at the Premises as notified by you to the Company;

"**Accessories**" means the installation instructions and/or (if any) electronic user manual and any other safety or other accessories as supplied by the Company to you;

"**ADSL**" means Asymmetric Digital Subscriber Line;

"**Agreement**" means the Agreement between the Customer and the Company for the provision of the Services, incorporating these Conditions including the Schedule, your Order Form, and/or the Welcome Pack and the applicable AUPs and, where applicable, the relevant Standards of Service document as defined below;

"**Agreement Date**" means the earlier of (1) the date of signature of this Agreement by the second party or (2) the date on which the Company accepts an Order from the Customer requesting the provision of Service (for the avoidance of doubt, in the case of telephone orders, the issue of a Welcome Letter shall signify acceptance);

"**Authorised User**" means, in relation to C-Billing, the individual(s) appointed by the Customer as responsible for the payment of the Company's online invoices and as granted access rights to the Customer's C-Billing;

"**BT**" means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ registered in England, Company No. 1800000;

"**Business Customer**" means you are (1) a person who uses the Service in connection with your trade, business or profession; or (2) a company, partnership or other organisation other than a Consumer;

"**Business Days**" means Monday to Friday between the hours of 09:00 and 17:00, excluding public UK holidays and "Business Day" shall be construed accordingly;

"**Carrier**" means any supplier of telecommunications services utilised by the Company to assist in the delivery of the Service;

"**C-Billing**" means the online data access services provided, at the discretion of the Company, to the Customer to enable the Customer to access via the Internet the Customer's current and accumulated twelve (12) months of historic invoices, as derived from financial systems, and providing electronic billing facilities;

"**Charges**" means any of the charges (including without limitation any supplementary charges pursuant to Clause 3.6) payable by the Customer for the provision of the Services pursuant to this Agreement;

"**Company System**" means the telecommunication system and network operated by THUS in accordance with the General Conditions or other such permission granted to THUS as may be amended from time to time and, for the purpose of this Agreement, any apparatus leased by, or otherwise obtained by, THUS from a third party;

"**CPE**" (Customer Premises Equipment) means, where applicable, the customer premises equipment which is supplied to you by the Company following you indicating in your Order that you wish the Company to supply you with such equipment;

"**Consumer**" means that your use of the Service is for personal use only and you do not use the Service as a Business Customer; if you change your use during the term of this Agreement from consumer to business use, the Business Customer provisions of this Agreement will apply to you;

"**Customer**" means the Consumer or Business Customer named as the Customer in the Order Form;

"**Customer Apparatus**" means any apparatus situated at the Customer Premises, not being the Company's Equipment or Managed CPE, and which may be used by the Customer in conjunction with the Company's Equipment and/or Managed CPE in order to obtain the Service;

"**Demon**" means the brand of the Company utilised by the Company in the provision of certain of its products and services;

"**Dial Companion**" means a service which enables the Customer to attempt to perform certain aspects of the Services over a dial-up connection as further described at: <http://www.demon.net/toolkit/companion>;

"**Equipment**" means any equipment which is provided at the Premises by the Company or any third party in order to provide the Services which is and will remain at all times the property of the Company (or a third party);

"**Foil Envelope**" means the foil envelope contained in the Welcome Pack, which contains certain information which is necessary for your use of the Service;

"**General Conditions**" means the general conditions of entitlement as set out in the notification issued by the Director General for Telecommunications on 22nd July 2003, in accordance with section 48(1) of the Communications Act 2003, pursuant to section 45 of said Act, as may be amended from time to time;

"**Initial Period**" means the period of twelve (12) months, beginning on the Service Commencement Date or when the Company informs you of successful completion of the Standard Tests in terms of Clause 6.5;

"**Internet**" means, in relation to C-Billing, the interconnected system of networks that connects computers around the world through an established protocol enabling the transmission and exchange of electronic information and data;

"**LoginID**" means, in relation to C-Billing, the login identity allocated to each Authorised User by the Company;

"**Managed CPE**" means, where applicable, the customer premises equipment set out in the Order Form which is provided and managed by the Company in accordance with the provisions of this Agreement and, in particular, with the provisions of the Order Form and the Standards of Service;

"**Order**" means the application which you place for the provision of the Services, either by completing and submitting an Order Form or by ordering by telephone;

"**Order Form**" means the form annexed to and forming part of this Agreement which you complete and return to the Company, to apply to receive the Service;

"**Physical Characteristics**" means, for customers who self-install the Service, sufficient power and appropriate power sockets to enable the customer to receive the Service, and an existing BT analogue telephone line; for customers whose Service is installed on behalf of the Company, a wall mounted power socket within two (2) metres of the master phone socket and an existing BT analogue telephone line;

"**Premises**" means your premises (excluding Remote Access Locations) specified in the Order Form where the Service is to be received;

"**Remote Access Location**" means any remote access location (excluding the Premises) used by Dial Companion Customers to access the Service;

"**RIPE NCC**" means the RIPE Network Coordination Centre, an organisation that maintains a database of European IP networks and their management information;

"**Schedule**" means the schedule attached to these Conditions;

"**SDSL**" means Symmetric Digital Subscribers Line;

"**Service**" means the installation (where applicable), connection and supply of a telecommunications circuit capable of supporting ADSL services at the Premises, the provision of telecommunications services over such a circuit and, if applicable, access to such services at Remote Access Locations. For further details of the Service see: <http://www.demon.net/adsl> or see the Order Form;

"**Service Commencement Date**" means the date (or dates) the Company advises the Customer that the Services are available;

"**Software**" means any software licensed to you by a third party and which comprises part of the CPE or Managed CPE;

"**Standards of Service**" means the document entitled "Standards of Service" annexed to this Agreement which may be applicable depending upon the Service which you requested in the Order Form;

"**Standard Tests**" means the tests carried out by the Company or any third party to determine whether the Service is ready;

"**Welcome Letter**" means the letter contained in the Welcome Pack which documents the fees and other features of the Service which you have ordered and constitutes an acceptance by THUS of your Order;

"**Welcome Pack**" means the pack sent to you by THUS following your Order for the Service being accepted, which contains the Welcome Letter and details and information relating to the Service;

"**we**" "us" and "our" means THUS and belonging to THUS as the case may be; and

"**you**" and "your" means the Customer who orders the Service and belonging to the Customer as the case may be.

1.2 These Conditions, together with the THUS Acceptable Use Policy ("AUP") (found at: <http://www.demon.net/helpdesk/aup>), explain our responsibilities to you and your responsibilities to THUS and to other users of the Service ("Users"). In particular, the AUP outlines what we consider to be unacceptable use of the Service by our customers so that we can take appropriate steps against abusers of the Service. THUS reserves the right to amend the AUPs at any time in accordance with the provisions of Clause 20. You shall be responsible for ensuring that you comply with the latest AUP.

1.3 Reference to any statute shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder.

1.4 Reference to words importing the singular only also includes the plural and vice versa where the context requires.

1.5 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

1.6 By submitting a completed Order Form to THUS, you confirm to us that you have read, understood and accepted these Conditions, the AUPs and all other documents forming part of this Agreement. If there is anything you do not understand, please phone us via our Customer Service Department on: 0845 271 0666 between 8.00am and 8.00pm Monday to Saturday inclusive, or email us at: customerservice@demon.net.

1.7 If you are a Consumer, you must be eighteen (18) years or older to register for the Service and you have a right to cancel your Order as detailed overleaf.

2 PROVISION OF THE SERVICE

- 2.1 The Service is described in the Order Form and/or Welcome Letter and more fully described at: <http://www.demon.net/premierbroadband>. From time to time we may alter the features and functions made available as part of the Service, but we shall endeavour to keep the overall quality, quantity and variety of features and functions consistent.
- 2.2 To use the Service, you will need to submit an Order requesting the Service whereby you will supply us with certain details. You warrant and undertake to us that all of your personal data, payment and contact details are accurate and complete and that you will notify us immediately of any change to your personal data by sending us an email to: customerservice@demon.net. We may send notices or other information to you at the address you give us. We will respect the privacy of this information and will comply with applicable data protection legislation in respect of it.
- 2.3 When placing your Order, we will ask you to set up a password and a security phrase (together being your "Account"). This is required so that we can identify you and make changes to your Service over the phone, having verified your identity. It is your responsibility to keep these confidential and not to disclose them to any other person for any reason. If you disclose your password or security phrase you will be liable for any losses you incur if they are misused; we will accept your password or security phrase as authority to make any changes to your Service or Account. You are fully responsible for all action taken in respect of your Account whether or not the use is made by you or by someone else using your password. You shall notify THUS immediately if any unauthorised third party becomes aware of your Account details. THUS shall be entitled to suspend your Account if at any time it considers that there has been or is likely to be a breach of security. Any breach of this Agreement by any user of your Service may be treated by THUS as a breach by you.
- 2.4 This Agreement shall come into effect on the Agreement Date and shall continue in full force and effect for the Initial Period and thereafter unless and until terminated in accordance with Clause 10 of these Conditions or such other Clause as may be applicable in the circumstances.
- 2.5 THUS shall use its reasonable endeavours to provide the Service to you by the Service Commencement Date or such later date as may be notified to you by THUS, subject to you obtaining (at your own expense) all consents, approvals, servitudes, rights of way necessary for the provision of the Services to the Customer Premises and other similar rights relating to installation of the THUS Equipment.
- 2.6 You must have an Access Line which:
- 2.6.1 is a suitable BT analogue exchange line which has no incompatible services operating on it; and
- 2.6.2 is connected to a suitably equipped BT exchange at which there is appropriate capacity.
- Provisioning of the Service by the Company is subject to distance limitations and survey by BT. If you change from or do not maintain adequate Physical Characteristics we cannot be held responsible if you cannot or cease to be able to receive the Service. The Company supplies the Service to you on the condition that you are the person or entity contracting with BT for the BT phone line associated with the Service.
- 2.7 In the event that THUS agrees to provide new or additional services or change the Services (including without limitation upgrades or re-grades to the Services or moving the Services to other customer premises or within the Premises beyond the maximum distances stated in the Schedule) under this Agreement a new minimum term of twelve (12) months shall apply to each new, additional or changed services from the new service commencement date as advised by THUS. Please note that no such amendment or variation will be possible in the twelve (12) month period following the Agreement Date.
- 2.8 THUS shall provide the Service to you according to the terms of this Agreement. THUS may obtain services from a Carrier in order to supply the Service to you. You accept that it is technically impracticable to provide services which are entirely free of faults and THUS does not undertake to do so. You also accept that you may not be able to receive the Service due to certain technical restrictions. If such technical restrictions are discovered after the Agreement Date, THUS has a right to terminate the Agreement in accordance with paragraph 10.2.3.
- 2.9 You agree that your use of the Service is at your sole risk. THUS make no warranty that the Service will meet your requirements.
- 2.10 The Service is provided to you on an "as is" and "as available" basis and to the fullest extent permitted by applicable laws we exclude all and any warranties and conditions of any kind, whether express or implied, in respect of the Service and any content or data obtained or downloaded from it. This Clause does not affect any statutory or other rights available at law to you.
- 2.11 THUS may occasionally have to interrupt the Service or change the technical specification of the Service for operational or planned maintenance reasons, for upgrades or because of an emergency. THUS will give you as much notice as reasonably practicable of any planned interruption of your Service. In such circumstances, you shall have no claim against THUS for any such interruption.
- 2.12 The Company will use reasonable endeavours to correct reported faults as soon as possible. Should you encounter a fault with the Service you should report this to the Company at the telephone number listed in your Welcome Pack. The Company shall investigate the fault and will actively deal with the fault report during Business Days.
- 2.13 Where the Service which you have ordered includes Standards of Service, THUS shall use its reasonable endeavours to provide the Service to you in accordance with the Standards of Service. However, the service levels contained therein are targets only and THUS shall not be liable for failure to meet the Standards of Service. Other than as set out in this Agreement, THUS does not undertake to provide you with any maintenance services.
- 2.14 The Company will implement systems designed to reject certain undesired email (including unsolicited commercial email) or delete them before delivery. You may choose to receive unsolicited commercial email at any time by "opting-out" at: <https://www.password.uk.demon.net/webpassword.cgi>. The Company does not warrant or guarantee that such systems will prevent all undesired email (including unsolicited commercial email) from being delivered.
- 2.15 THUS may include links from time to time from the Service to other Internet sites. THUS has no control over the content of such sites and disclaims any liability in respect of your use of such sites. You may wish to use one of the available filtering software products to help prevent access to certain web content. If you would like suggestions as to packages available then contact us on: 0845 027 3737 or by email at: netsales@demon.net.
- 2.16 THUS reserves the right to suspend or terminate the Service under paragraphs 9 and 10 or such other Clause as may be applicable in the circumstances.

3 FEES

- 3.1 The Company shall provide you with the Service, and you agree to pay, without any deduction, withholding or set-off whatsoever, to the Company the Charges. Payment must be made using the method specified by you when completing the Order Form.
- 3.2 The Company shall be entitled to review the Charges on notice to you from time to time. Other than in the event of cancellation pursuant to Clause 3.7, in the event that any proposed increases to the Charges are not acceptable to you:
- 3.2.1 if you are a Consumer, you will be entitled to terminate the Agreement by serving notice in writing to the Company, stating the reason for the termination in accordance with the notice process set out in Clause 15 within fourteen (14) days of such notification of an increase to the Charges; or
- 3.2.2 if you are a Business Customer, you will have the right within seven (7) days of such notice from the Company to terminate this Agreement by one month's notice in writing stating the reason for the termination in accordance with the notice process set out in Clause 15.
- 3.3 The Company shall issue invoices to you at the billing address specified in the Order Form, or such other address as notified to the Company by you from time to time, or make invoices available to you on C-Billing, at the intervals set out in this Agreement. Payment shall be due within 30 days of issue to you of an invoice unless otherwise specified in the Agreement ("Due Date").
- 3.4 Acting in good faith you shall notify the Company in writing of any disputed invoice amount within 10 days of the date of the invoice. If you are a Business Customer and you fail to pay the Company any sum due pursuant to the Agreement you will be liable to pay interest to the Company on such sum from the Due Date at the annual rate of 3% above the base lending rate from time to time of The Royal Bank of Scotland plc, accruing on a daily basis until payment is made, whether before or after any judgement.
- 3.5 You shall not be entitled to any reduction in the Charges in the event that you do not use all or any part of the Services.
- 3.6 The Charges set out in this Agreement are subject to survey prior to installation of the Service. Where, following such survey:
- 3.6.1 in order to meet your requirements the Company reasonably considers it appropriate or necessary in the circumstances to provide the Service, wholly or in part, utilising non-standard equipment, more expensive methods or requiring additional work than it normally incurs; or
- 3.6.2 at your request, the Service is provided at greater expense by reason of the type of materials used, the duration or the manner of installation, than the Company normally incurs;
- then the Company may in addition to the Charges set out in this Agreement, determine a supplementary rate of connection or rental charge or both to be payable in relation to the relevant Service.
- 3.7 The Company will inform you by notice in writing of such supplementary charges and you may, in a case where Clause 3.6.1 applies:
- 3.7.1 if you are a Consumer, within 14 days of the date of the Company's notice, cancel the Service by written notice to the Company stating the reason for the termination in accordance with the notice process set out in Clause 15; or
- 3.7.2 if you are a Business Customer, within 7 days of the date of the Company's notice, cancel the Service by written notice to the Company stating the reason for the termination in accordance with the notice process set out in Clause 15.
- 3.8 A rate of rental or other charge determined under Clause 3.6 may be in addition to or instead of any applicable Charges for Service set out in this Agreement.
- 3.9 If the Company carries out work in response to a fault in the Service reported by you and following such work the Company determines that (1) there is no fault found in the Service or (2) the fault was due to your act or omission, then the Company shall be entitled to charge you for any such work carried out.
- 3.10 Save in the case of demonstrable error all charges shall be calculated in accordance with data recorded or logged by, or on behalf of, the Company.

4 ACCESS

- 4.1 You shall at your own expense permit, or procure all permissions, licenses, registration and approvals necessary for the Company and its employees, agents or contractors to have free and safe access to the Premises in order to:
- 4.1.1 execute any works on the Premises for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment;
- 4.1.2 keep and operate the Equipment installed on, under or over the Premises; and
- 4.1.3 enter the Premises to inspect any telecommunication apparatus kept on, under or over the Premises or elsewhere for the purposes of maintaining the Company System and/or providing the Services.

The permissions set out in Clause 4.1 above shall continue in force after termination of this Agreement until such time as the Company and/or any Carrier has removed all Equipment from the Premises.

- 4.2 You must allow the Company and/or any Carrier to have access to the Premises at all reasonable hours for the purpose of testing or maintaining any of the Equipment (if Equipment has been installed by the Company or any Carrier) and/or the Service and provide a safe and suitable environment for such access visits.

5 INSTALLATION

INSTALLATION VIA THE COMPANY

Paragraphs 5.1 to 5.5 apply to customers who have ordered any of the Premier Broadband SDSL Managed Services or Premier Broadband ADSL Managed Services whose Service is installed by THE COMPANY

- 5.1 The Company shall contact you to agree suitable dates for the installation of the Service. The Company shall attempt to provide and install or procure the provision and installation of the Company Equipment at the Premises so that the Service can be provided on or before any installation date specified or agreed to by the Company. Any installation date given is an estimate only and the Company shall not be liable for any failure to meet such installation date. The Company reserves the right, where the Company is not at fault, to cancel any Service where you have failed under this paragraph to agree with the Company an installation appointment date within 30 days of the Agreement Date. If the Company cancels the Order in accordance with this paragraph, you must pay the Company's reasonable costs for any work done by the Company in preparation for providing the Service to you.
- 5.2 The Company shall supply you with the relevant information to enable you suitably to prepare the Premises for delivery and installation of the Company Equipment. You shall at your expense provide suitable accommodation, facilities and environmental conditions for the Company Equipment.
- 5.3 The Company shall attempt to comply with your reasonable requests in respect of installation but the Company's decision on the routing of cables and wires and the positioning of outlets and the Company Equipment shall be final.
- 5.4 A secure electricity supply is required at the Premises for the installation, operation and maintenance of the Company Equipment at such points and with such connections as specified by the Company. Unless otherwise agreed, this power supply is to be provided by you. The Company shall not be responsible for interruption or failure of the Services caused by a failure of such power supply.
- 5.5 You acknowledge that during the installation of the Service your Access Line may suffer a temporary loss of service which shall be reinstated following installation and/or interference to any other Customer Apparatus or services used in connection with the Access Line (e.g. Access Line security systems) without any liability to the Company.

INSTALLATION BY THE CUSTOMER

Paragraphs 5.6 to 5.8 apply solely to customers who have ordered any of the Premier Broadband SDSL Services or Premier Broadband ADSL Services who SELF-INSTALL the Service

- 5.6 You are fully responsible for:
- 5.6.1 connecting a suitable microfilter to the Carrier's master socket (and any extension sockets) at your Premises;
- 5.6.2 connecting a suitable router/modem to the relevant port on the microfilter; and
- 5.6.3 if applicable, connecting a suitable modem for an analogue phone line or an ISDN adapter at the Remote Access Location to enable access to the Service.
- 5.7 The Company accepts no liability whatsoever for any loss you or any third party may suffer as a result of:
- 5.7.1 your installation, and/or setting up your equipment to receive the Service, including but not limited to loss caused by your installation of any Customer Apparatus or the Company Equipment; or
- 5.7.2 any faulty Customer Apparatus, notwithstanding any list of suitable Customer Apparatus which the Company may publish.
- 5.8 If the Company supplies you with CPE or Managed CPE, you must agree to the terms of the relevant end-user software licence agreement to govern your use of the CPE or Managed CPE. You shall be responsible for any liability incurred by the Company as a result of any failure by you in this regard. Other than where required by law, any such CPE or Managed CPE is supplied "as is" with no warranty as to its fitness for purpose or otherwise. The Company shall use reasonable endeavours to assist with reasonable queries you may have in respect of initial installation of the Service. However, to the extent that such queries relate to any problems which, following an initial diagnosis, may be outwith the Company's control or ability to remedy (including but not limited to Customer Apparatus, CPE or Managed CPE), the Company does not guarantee that it shall be able to help resolve any such difficulties. Such limited support shall be provided to you by telephone by you calling: **0845 272 0041**.
- 5.9 The Company does not warrant that any particular Customer Apparatus shall be compatible with the Service and the Company shall not be responsible for supporting any Customer Apparatus.

6 EQUIPMENT

- 6.1 The Equipment shall at all times remain the property of the Company or the relevant third party supplier of such Equipment notwithstanding that it may be situated on the Premises or affixed thereto and you shall at all times make clear to third parties that such Equipment is the property of the Company or a third party supplier of such Equipment.
- 6.2 Notwithstanding Clause 6.1 above, you shall be responsible for ensuring at all times the safekeeping and proper use of the Equipment after delivery and installation at the Premises. You shall be liable to the Company for any loss or damage to the Equipment (except where it can be shown that such loss or damage was caused by the negligence of the Company or due to fair wear and tear). You will notify the Company immediately of any such loss or damage in particular (without prejudice to the generality of the foregoing) you undertake:
- 6.2.1 to keep the Equipment at the Premises and not to move it;
- 6.2.2 to comply with all instructions the Company may notify to you and/or with the manufacturer's instructions relating to the Equipment;
- 6.2.3 to refrain from altering, adjusting, repairing, maintaining or otherwise interfering in any way with the Equipment except by an authorised representative of the Company unless the Company has given its written consent save in the case of emergency and provided that you advise the Company forthwith thereafter of the emergency action taken and circumstances requiring it. You shall indemnify the Company against any losses the Company may incur due to such Customer action;
- 6.2.4 not to cause any equipment to be connected (directly or indirectly) to the Equipment or used with the Service which is not technically compatible with the Service, or is not approved for that purpose under any relevant legislation or telecommunications industry standards;
- 6.2.5 not to do anything nor to allow to subsist any circumstances likely to damage the Equipment or detract from or impair its performance or operation and not to add, modify, or in any way interfere with or impair the performance of the Equipment or prevent easy access to it;
- 6.2.6 not to attempt to sell, transfer, dispose of, let, mortgage or charge the Equipment or suffer any distress, seizure or execution to be levied against the Equipment or otherwise do anything prejudicial to the Company or the owner's rights in the Equipment.

- 6.3 You shall adequately insure the Equipment which is situated on the Premises or within your control and will provide written evidence of such insurance to the Company on request.
- 6.4 You shall at your own expense provide and maintain for the duration of this Agreement, a suitable environment, accommodation, facilities and electrical power for the Equipment in accordance with the relevant installation standards and regulations in order for the Company to be able to provide the Services.
- 6.5 Following installation of the Equipment, Standard Tests shall be carried out by the Company to ensure that the Service is ready for use. If the Service is not ready for use, the Company shall either repair or replace, at its sole option, the Equipment or any part thereof and repeat the Standard Tests. If the Service is still not ready for use after the Standard Tests have been repeated, at the sole option of the Company, the Company may decide that it is not possible to provide the Services at the Customer Premises and shall be permitted to terminate this Agreement. You shall be entitled to use the Services following the Company informing you of successful completion of the Standard Tests.
- 6.6 You agree not to do or allow anything to be done to the Premises that may cause damage to, or interfere with, the Equipment or prevent easy access to it.
- 6.7 You shall at your own expense permit, or procure all permissions, licenses, registrations and approvals necessary for, the Company and any persons authorised by the Company to have free and safe access to the Premises in order to inspect, install, repair, maintain, replace or remove the Company Equipment or where necessary to provide the Services during the currency of this Agreement.

Paragraph 6.8 only applies to Customers who order one of the Premier Broadband SDSL Managed Services or Premier Broadband ADSL Managed Services.

- 6.8 If you order any Premier Broadband SDSL Managed Services or Premier Broadband ADSL Managed Services you will receive a router which constitutes Managed CPE and for the duration of the Agreement we will:
- 6.8.1 preconfigure it for you; and deliver it to your Premises. While the Company will use reasonable endeavours to deliver the Managed CPE to you within such timescales as may have been advised to you verbally, the Company does not guarantee that such timescales will be achieved and time is not of the essence in respect of such delivery; and
- 6.8.2 provide a returns process as follows;
- you should notify the Company of any fault in the Managed CPE by contacting the Company by telephoning: **0845 272 0041** or email us at: customerservice@demon.net.
- a diagnosis will then be carried out, and if it is determined that the hardware is at fault, the Company will send replacement Managed CPE to your Premises.

Paragraph 6.9 only applies to Customers who order an optional router when ordering one of the Premier Broadband SDSL Services or Premier Broadband ADSL Services.

- 6.9 If you order any Premier Broadband SDSL Services or Premier Broadband ADSL Services and as part of that Service order an optional router which shall constitute CPE, then subject to the other provisions of this Agreement, the Company warrants that upon delivery, and for a period of 12 months from the date of the delivery, the optional router will be of satisfactory quality. Where the router or such other CPE as may be supplied is no longer covered by warranty you shall be responsible for acquiring a new router or such other equipment in order to continue to receive the Service.

Paragraphs 6.10 to 6.17 apply to Customers who order Premier Broadband SDSL Managed Services or Premier Broadband ADSL Managed Services, and to Customers who order CPE when ordering one of the Premier Broadband SDSL Services or Premier Broadband ADSL Services.

- 6.10 The Company will make up to two (2) attempts to deliver the CPE or Managed CPE to you. The cost of any further delivery attempts shall be borne by you. For the avoidance of doubt, risk in CPE or Managed CPE shall pass to you on delivery to your Premises or any other delivery address notified by you. Property in and title to the CPE or Managed CPE shall pass to you when, but not until, the applicable charge has been paid in full to the Company.
- 6.11 The Company offers no guarantee that it will be able to remedy any difficulty that you may be experiencing and will not be liable to you in any way for such failure to remedy the difficulty.
- 6.12 The warranty available under condition 6.8 and 6.9 does not extend to defects resulting from:
- 6.12.1 natural disasters, fire or flooding occurring after delivery; or
- 6.12.2 shock, fall or incorrect handling; or
- 6.12.3 connection, installation or use not conforming to the instructions in the Accessories or specifications detailed in the Order Form or advised to you at the time of placing your Order; or
- 6.12.4 the effect of over voltages, insufficient protection against humidity, heat or frost, modification, defect in or non-compatibility of hardware connected to the CPE or Managed CPE; or
- 6.12.5 intervention by a third party not approved by the Company.
- 6.13 Any CPE repaired or replaced, during the said 12 month period, will be guaranteed for the unexpired portion of the said period. Any Managed CPE repaired or replaced will be guaranteed for the remainder of the Agreement.
- 6.14 You shall inspect the CPE or Managed CPE immediately on delivery and shall within 48 hours of delivery notify the Company's Customer Services of any damage to or fault with the CPE or Managed CPE on: **0845 272 0041**. In the event of any damage to or fault with the CPE or Managed CPE, the CPE or Managed CPE must be returned to the Company within 14 days of delivery.
- 6.15 Subject to the terms of this Agreement, within a period of 12 months from the date of delivery of CPE and for the duration of the Agreement in relation to Managed CPE the Company will make good by repair or replacement (at its sole option) the CPE or Managed CPE which, under proper use, is or becomes defective.
- 6.16 Prior to returning the CPE or Managed CPE to the Company for whatever reason, the following returns procedure shall apply:
- 6.16.1 In the event that any CPE, Managed CPE or Software is faulty, you should call our Technical Support Department on the telephone number listed in your Welcome Pack, or such other telephone number as may be advertised by the Company from time to time.

- 6.16.2** If the Software is not complying with the specifications described in the accompanying Software documentation, the Company will, during the said 12 month period, use its reasonable endeavours to ensure that such fault is eliminated or mitigated.
- 6.16.3** If the fault is a CPE or Managed CPE fault which is not resolved within 3 Business Days from notification to our Customer Services Technical Department, you will be allocated a Returns Authorisation Number ("RAN"). Your RAN shall remain valid for a period of 14 days from the date of issue. Within the said 14 day period you must return the CPE and/or Managed CPE together with all items included in the original sale ("Equipment Package") to: Demon, Gateway House, 322 Regents Park Road, London N3 2QQ or such other address as may be advertised from time to time, by recorded delivery, registered post or courier. The Company will only accept return of the Equipment Package after a valid RAN has been issued.
- 6.16.4** The Equipment Package must be adequately wrapped in adequate packing to prevent damage during transit with the RAN clearly marked on the outside of the package. You will remain liable for any damage to the Equipment Package caused during transit resulting from inadequate packaging.
- 6.16.5** The Company does not accept liability for any Equipment Package lost or damaged during transit and proof of postage is not proof of delivery. As you will remain liable for any loss or damage caused until receipt of the Equipment Package by the Company, including costs of a replacement Equipment Package you are strongly advised to maintain sufficient insurance to cover the value of the Equipment Package. The cost of return carriage is to be borne by you. This will be refunded if the contents of the returned Equipment Package is/are proved to be defective.
- 6.16.6** On receipt of the Equipment Package, at the address specified in these Conditions, it will be tested against the stated fault (if any). If no fault is located and the contents of the Equipment Package are found to be in full working order, the Equipment Package will be returned to you at your expense.
- 6.17** The Company accepts no liability whatsoever for any loss you or any third party may suffer as a result of your misuse of the CPE or Managed CPE or for any accidental damage thereto. For the avoidance of doubt the provisions set out in paragraph 12 shall apply to the sale of CPE or Managed CPE by the Company other than the fact that the Company's total liability in respect of any CPE or Managed CPE, shall be limited to the value of the CPE or Managed CPE.
- 7 INFORMATION AND CUSTOMER APPARATUS**
- 7.1** On request by the Company, you shall provide the Company with information concerning the Customer Apparatus and any other information the Company reasonably requires in order to install the Equipment and provide the Services.
- 7.2** Your Customer Apparatus must be technically compatible with the Service and approved for that purpose under any relevant legislation or telecommunications industry standards. You shall at your own expense modify the Customer Apparatus in accordance with the Company's instructions provided that such modifications are necessary to enable the Company to provide the Services. You shall be responsible for the repair and maintenance of any Customer Apparatus used in order to obtain or use the Service.
- 7.3** You shall be responsible for ensuring compliance with all statutes and other regulatory requirements relating to the Customer Apparatus and for obtaining all consents, approvals, servitudes, rights of way and other similar rights in relation to the Premises or any premises of which the Premises form part and which are required for the purpose of installing the Equipment and connecting the Company System to the Customer Apparatus.
- 7.4** The Company reserves the right to disconnect any Customer Apparatus if you do not fulfil your obligations under this Clause 7.
- 7.5** The Company accepts no liability whatsoever for any loss you may suffer as a result of your use or misuse of the Customer Apparatus or as a result of any faults in your Customer Apparatus. In particular, the Company is not liable whatsoever if you damage or incorrectly reconfigure any Customer Apparatus, for example a router, which you have purchased for use with the Service.
- 7.6** For the avoidance of doubt, if you do anything to the Customer Apparatus including, by way of example without limitation adjusting or altering it in any way following the commencement of the Service there is a risk that such action will impact upon your ability to receive the Service. You shall be responsible for ensuring at all times that no action is taken in relation to Customer Apparatus which is likely to impact upon your ability to receive the Service. If any such action does take place and you subsequently require the Company to reconfigure the Service in any way, then any reasonable costs incurred by the Company in this regard shall be borne by you.
- 8 YOUR USE OF THE SERVICE**
- 8.1** You must NOT use the Service:
- 8.1.1** in a way that does not comply with the Agreement or any legislation or applicable licence or that is in any way unlawful or fraudulent or, to your knowledge, has any unlawful or fraudulent purpose or effect; or
- 8.1.2** in breach of any reasonable and lawful instructions the Company might give to you from time to time which are necessary in the interests of health, safety, the quality of the Service, or the quality of the Carrier's telecommunications services; or
- 8.1.3** in connection with the carrying out of a fraud or criminal offence against any public telecommunications operator; or
- 8.1.4** to send, knowingly receive, encourage the receipt of, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which may contain viruses or other similar programs, or which causes overloads to the Company System; or
- 8.1.5** to send or procure the sending of unsolicited advertising or promotional material;
- 8.1.6** or attempt to use the Service in any way that modifies, decompiles or reconfigures the Service or any Equipment (if relevant) or software or copy any manual or documentation relating to the Service, without the Company's prior written consent, except as set out in this Agreement; or
- 8.1.7** in a way that in the reasonable opinion of BT could materially affect the quality of any telecommunications service, including the Service, provided by BT, as notified to you by the Company.
- 8.2** You shall indemnify the Company against any claims or legal proceedings which are brought or threatened against the Company by a third party because the Service is used by you in breach of Clauses 8.1.1 to 8.1.7 above. To maintain the quality of the Service for other users, the Company reserve the right to block certain types of traffic without notice where they appear to contravene Clause 8.1.
- 8.3** You shall be responsible for insuring against all loss of or damage to data stored on or transmitted using the Service or the Company System.
- 8.4** You shall be responsible for adopting appropriate security measures for the protection of computer systems and the Company shall not be liable to you for any loss or damage that you suffer as a result of any virus or other hostile computer programme being introduced into your computers or computer systems as a result of your use of the Service and/or the Company System.
- 8.5** You shall not share use of the Service, or any part of it, with any other person, or if you are a company with any person not a member of your company (or contracted to your company), whether directly or indirectly, including by means of radio or other wireless technology of any kind, except that if you are a Consumer you may share the Service with members of your own household at the same Premises.
- 8.6** You shall ensure that any person with whom you share use of the Service under Clause 8.5 complies in full with this Agreement as if they were an original party to it. You are responsible for any misuse of the Service or breach of the Agreement by anyone with whom you share use of the Service.
- 8.7** If you are a Business Customer, you may not make any unauthorised commercial use of the Service. You agree to keep full and accurate records of any and all operating units on or in connection with which the Service is enabled and shall permit the Company to review and evaluate such records from time to time to ensure your compliance with your obligations in this Clause 8.7.
- 8.8** If you are a Consumer, the Service is supplied to you for your personal use. You may not commercialise it or use it in connection with any occupation, trade or profession without the Company's prior written consent.
- 8.9** You will co-operate with the Company's reasonable requests for information regarding your use of the Service and supply such information without delay.
- 8.10** The Company reserves the right to disconnect the Service if you do not fulfil your obligations under this Agreement.
- 8.11** Where you use the Service to reach networks and services not operated by the Company, you will abide by the acceptable use policies or terms and conditions imposed by the operators of those networks and services.
- 8.12** Where you change from or do not maintain adequate Physical Characteristics, the Company will not be responsible if you cannot or cease to be able to receive the Service.
- 9 BREACH OF CONDITIONS**
- 9.1** We shall investigate any suspected or alleged breach of this Agreement or any suspected compromise to our network systems or security and in doing so we will act reasonably and fairly at all times. Without limitation, particular examples of breaches which are incapable of remedy include jeopardising or compromising the security or integrity of our network and serious breach of the AUP, including, for example, the posting or transmission of defamatory content through or in connection with the Service. You expressly authorise us to use your personal data and other Account information, without limitation, in connection with any such investigation, including by disclosing it to any third party whom we consider has a legitimate interest in any such investigation or its outcome.
- 9.2** We reserve the right to take any action we deem appropriate and proportionate to the breach of this Agreement.
- If you are a Business Customer:**
- 9.3** If we decide that you have breached the Agreement, we will use reasonable endeavours to ensure that you are made aware of the breach without suspension or termination of the Service. However it may be necessary, due to the severity of the breach, to suspend or end the Service while details of the breach are investigated further. We reserve the right to suspend the Service or terminate the Agreement at our sole discretion without refund, and make an additional charge for all reasonable costs incurred due to investigating and dealing with the misuse and/or blocking access to any component(s) of the Service.
- If you are a Consumer:**
- 9.4** If we decide that you have breached the Agreement, we will use reasonable endeavours to give you twenty eight (28) days notice of our intention to suspend or end the Service and, if the breach is capable of remedy by you, you will have the opportunity to remedy the breach before the end of the twenty eight (28) day notice period. If the breach is incapable of remedy, or you fail to remedy it, we reserve the right to suspend the Service or terminate the Agreement at our sole discretion without refund, and make an additional charge for all reasonable costs incurred due to investigating and dealing with the misuse and/or blocking access to any component(s) of the Service. However it may be necessary, due to the severity of the breach, to suspend or end the Service while details of the breach are investigated further.
- 10 TERMINATION**
- 10.1** Without prejudice to the rights and remedies of the Company and the Customer under this Agreement either party may terminate this Agreement forthwith in the event that:
- 10.1.1** the other party is in material breach of this Agreement (including any failure to pay any sum due hereunder) and (in the case of remediable breach) fails to remedy the breach within 28 days of receiving notice to that effect from the other party; or
- 10.1.2** either party becomes insolvent or has a receiving order made against it or commences to be wound up (not being a members voluntary winding up for the purpose of a solvent reconstruction or amalgamation) or grants a trust deed on behalf of its creditors or any of them; or
- 10.1.3** the Company is no longer authorised to operate the Company System.
- 10.2** The Company may end this Agreement immediately upon written notice to you if:
- 10.2.1** it becomes unlawful for the Company or the Carrier supporting the Service to continue to provide the Service or the Company or the Carrier supporting the Service is required to cease the Service by a competent regulatory authority; or
- 10.2.2** the Carrier supporting the Service ceases to do so for whatever reason or materially changes the terms of its provision of telecommunications services to the Company for the Service beyond the reasonable control of the Company;
- 10.2.3** it transpires following the Agreement Date that, for any reason outwith the control of the Company, the Services will not be able to be provided to you. In the event of termination in accordance with this paragraph 10.2.3, the Company shall repay to you any fees which you have paid in advance for the Services;

- 10.3** Either party may end this Agreement after the Initial Period by giving the other party not less than thirty (30) days prior written notice, such notice not to expire before the end of the Initial Period. Other than in accordance with Clauses 3.2, 3.7, 10.2, 11.1, 12.8 and 20.2 if you wish to end this Agreement before the end of the Initial Period, the Company shall be entitled to invoice you in relation to the Charges which would have been payable by you for the balance of the Initial Period. If you move from your Premises, the Company shall be entitled to invoice you for the Charges which would have been payable by you for the balance of the Initial Period at the Premises. If you wish to receive the Service at a new location, you are required to start a new contract for Service at your new premises.
- 10.4** Without prejudice to its other rights in terms of this Clause 10, the Company may, at its sole discretion elect to suspend provision of the Services forthwith until further notice if the Company is entitled to terminate or if you are otherwise in breach of the terms of this Agreement or if the Company is obliged to comply with any relevant order or instruction of the Government or other regulatory authority or if any wayleave or other consent required for the purposes of providing the Services is withdrawn, revoked or otherwise ceases to have effect.
- 10.5** You shall continue to be liable to pay the Charges during such suspension if the Service is suspended pursuant to your default.
- 10.6** You shall reimburse the Company in respect of all costs and expenses incurred in carrying out such suspension and re-commencing the provision of Services thereafter save where such suspension is required as a result of any breach of this Agreement by the Company.
- 10.7** Your right to use the Service shall immediately terminate when this Agreement comes to an end.

11 RIGHT TO CANCEL

- 11.1** If you are a Consumer, who has ordered the Service by telephone, you have a right to cancel the service within seven (7) Business Days of the Agreement Date. Any use of the Service by you, including the opening of the Foil Envelope, during this said period, will act as a waiver of this right to cancel.
- 11.2** If you are a Consumer, who has ordered CPE under any of the Premier Broadband ADSL Services or Premier Broadband SDSL Services, you shall have the right to cancel your Order for the CPE prior to the expiry of the period of seven (7) Business Days, beginning on the day after the Equipment Package has been delivered to you. In the event that you exercise this right to cancel your order for CPE you must serve a Notice of Cancellation on the Company, retain possession of the Equipment Package, take reasonable care of the Equipment Package and within fourteen (14) Business Days of serving such Notice of Cancellation, return the Equipment Package quoting your reference details to: Demon, Gateway House, 322 Regents Park Road, London N3 2QG by recorded delivery, registered post or courier. You will be responsible for all costs incurred in returning the Equipment Package or for any costs incurred by the Company in recovering the Equipment Package. Any CPE being returned must be in no worse a condition than it was at the time of delivery to you.
- 11.3** Other than as set out in paragraphs 11.1 and 11.2 above, you shall not have the right to cancel the Service after the Agreement Date before expiry of the Initial Period as this will initiate provisioning of the Service by the Company and the Carrier. Other than cancellation under paragraph 11.1 and 11.2, if you attempt cancellation after the Agreement Date, you may be liable to pay:
- 11.3.1** the cancellation fees set out in the Schedule at the end of these Conditions if you cancel prior to the start of the Initial Period; or
- 11.3.2** the Charges for the Services set out on the Order Form and/or Welcome Letter for the Initial Period if you cancel after the start of the Initial Period.

12 LIMITATION ON LIABILITY

- 12.1** The Company's liability in contract, tort (or delict) or otherwise (including liability for negligence) under or in connection with this Agreement is limited to £10,000 for any event or series of related events and £25,000 for all events in any consecutive period of 12 months.
- 12.2** Except as expressly set out in this Agreement, all warranties, conditions, undertakings or terms implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law.
- 12.3** Nothing in this Agreement shall exclude or limit the liability of the Company for death or personal injury arising as a result of the Company's negligence or for fraudulent misrepresentation.
- 12.4** The Customer is solely responsible for any liability arising out of any content provided by the Customer and/or any material to which other users can link to through such content.
- 12.5** Any data included in the Equipment upon installation by the Company is for testing use only and the Company hereby disclaims any and all liability arising therefrom.
- 12.6** The Company shall not be liable to you in any circumstances for any loss of revenue, loss of profit, loss of use, loss of contract or loss of goodwill or any indirect or consequential loss including without prejudice to the generality of the foregoing loss or corruption of data transmitted over the Company System or otherwise arising out of or in connection with this Agreement.
- 12.7** Neither party shall be liable for any breach of this Agreement or any delay in performance of its obligations (other than the obligation to pay) to the extent that such breach is caused by circumstances beyond that party's reasonable control including Acts of God, fire, lightning, explosion, war, terrorism, disorder, flood, industrial disputes (whether or not involving their employees), extremely severe weather or acts of local or central Government or other competent authorities. If either party is affected by circumstances beyond its reasonable control, it shall notify the other party and shall use reasonable endeavours to overcome the effects.
- 12.8** If any of the events detailed in Clause 12.7 continue for more than three (3) months either party may serve notice on the other terminating this Agreement without further liability.
- 12.9** You shall be liable for and shall fully indemnify the Company in respect of any business rates or similar liabilities and/or charges imposed by any competent authority which arise in respect of your use of the Services.

13 INDEMNITY

- 13.1** If you are a Business Customer, you agree to indemnify and hold us harmless for all claims and associated costs, damages or expenses that may arise from (a) any breach of the Agreement by you including without limitation a breach of the THUS AUP; and (b) any transmission or receipt of any content or message which you have requested or made using the Service.
- 13.2** If you are a Consumer, you must indemnify us against any claims and associated costs, damages or expenses arising from any breach by you of this Agreement including without limitation a breach of the THUS AUP (including, but not limited to claims in respect of defamation, breach of copyright or other intellectual property right infringement) which are brought or threatened against us by another person where you are at fault

14 DATA PROTECTION/PERSONAL DETAILS

- 14.1** We may retain the data which you submit on a completed Order Form or which you otherwise provide during the course of the Agreement, and you authorise us to use your personal data, for the following purposes:
- 14.1.1** provision of the Service to you;
- 14.1.2** keeping of a record for a reasonable period after termination of your Service;
- 14.1.3** operation and enforcement of the Agreement;
- 14.1.4** technical maintenance;
- 14.1.5** providing you with information about other services we offer, subject to your right to 'opt out' of receiving such information on the Order Form or by exercising this right when placing an Order by telephone or subsequently;
- 14.1.6** transferring it to another company in the event of a sale of the Company;
- 14.1.7** legal compliance including disclosing it to any third party who we reasonably consider has a legitimate interest in any such investigation or its outcome; and
- 14.1.8** transferring it to RIPE NCC as part of a general requirement for provision of these services within Europe.
- 14.2** Both parties shall comply with applicable data protection legislation with respect to any personal data supplied in connection with the Service. Where applicable, the Customer shall inform its employees of the processing of personal data by the Company and shall ensure such employees have consented to such processing. The Customer warrants that all such personal data are accurate and complete.
- 14.3** You may be subject to a standard credit check. The information that you provide may be disclosed to a licensed credit reference agency (which will retain a record of the search) and you authorise the Company to make such disclosures.

15 NOTICES

- 15.1** Any notice required or permitted under this Agreement must be in English and in writing and sent either:
- by post to:** Demon Customer Services, Gateway House, 322 Regents Park Road, Finchley, London N3 2QG. Attention: Customer Relations Team; or
- by email to:** customerservice@demon.net
- or to such other address or contact details as the Company may notify the Customer of from time to time.
- 15.2** Any notice to be sent to you will be sent to the address which you provide when submitting your Order and as contained on the Welcome Letter or to the email address: postmaster@sample.demon.net (where 'sample' is the hostname) or to such other address as you shall have given written notice of as the billing address or to such other address or contact details as you may notify the Company of from time to time.
- 15.3** Such notices shall be deemed to have been received 3 Business Days after mailing if forwarded by mail, and the following business day if hand-delivered or when dispatched if sent by email provided that if any such notice, demand or other communication would otherwise be deemed to be given or made outside a Business Day, such notice, demand or other communication will be deemed to be given or made on the next Business Day.
- 16 ASSIGNMENT**
- 16.1** The Company reserves the right to assign or sub-contract any or all of its rights and obligations under this Agreement without your further consent to such assignment or sub-contract. You may not sell, lease, sub-licence, assign or otherwise transfer, whether in whole or in part, by operation of law or otherwise, the Agreement or any rights or obligations therein without the prior written consent of the Company.
- 17 PROPRIETARY RIGHTS**
- 17.1** All title, interests, and rights (including intellectual property rights) in the Service remain in the Company and/or its suppliers. You acknowledge such title, interest and rights and you shall not take any action to jeopardise, limit or interfere in any manner with the Company's (or any third party supplier's) title, interests or rights with respect to the Service including, but not limited to, using the Company's trademarks or tradename.
- 17.2** Any IP or other network addresses allocated by the Company to you are for use only in connection with the Service and all rights in such addresses belong to the Company and shall revert to the Company upon termination of this Agreement. IP addresses are assigned in accordance with guidelines laid down by RIPE NCC. In order to comply with these guidelines, the Company will require you to explain and justify its usage of any IP address(es), before the Company is able to issue any IP address(es) to you.
- 17.3** You are the registered owner of your domain name for the Service and can transfer it upon termination of this Agreement to another Internet service provider.
- 17.4** Title and related rights in any content accessed through the Service are the property of the applicable content owner and are protected by applicable law. The Agreement does not give the Customer any interests or rights in such content.

18 DOMAIN NAMES REGISTRATION SERVICE

18.1 Where the Service includes registration of one or more domain name(s), you agree to be subject to the Domain Name Registration Terms and Conditions. The Company reserves the right to amend and/or update the Domain Name Registration Terms and Conditions from time to time in accordance with the provisions of the Domain Name Registration Terms and Conditions. You can find the most up to date version at the following web address:
<http://www.demon.net/helpdesk/aup/domains.shtml>.

You shall be responsible for ensuring that you comply with the latest version of the Domain Name Registration Terms and Conditions.

19 C-BILLING

- 19.1 The Customer's Authorised User will be allocated an individual LoginID and password by the Company to enable access to C-Billing.
- 19.2 The Authorised User shall not share use of C-Billing or any part of it with any other person including, if the Authorised User is a company, any person who is an officer of or contracted to the company, whether directly or indirectly, other than in accordance with these Conditions.
- 19.3 The Authorised User must not operate C-Billing in a way that does not comply with these Conditions or with any legislation or applicable licence or that is in any way unlawful or fraudulent, or to its knowledge has any unlawful or fraudulent purpose or effect, or in connection with the carrying out of a fraud or criminal offence against any telecoms operator, or in a way that does not comply with the reasonable instructions given by the Company, or operate or attempt to operate C-Billing in any way that modifies, decompiles or reconfigures the facility or any software or hardware, or copy any manual or documentation relating to C-Billing, without the prior written consent of the Company.
- 19.4 The Authorised User shall maintain the security of its allocated LoginID and password and will not disclose such to any third party for any purpose other than in accordance with these Conditions. The Authorised User shall immediately notify the Company and change any password which may have been compromised, or is reasonably believed to have been so compromised.
- 19.5 The Company shall not be liable in contract, tort (or delict) pre-contract or other representations (other than fraudulent or negligent representations) or otherwise arising out of or in connection with C-Billing for any special, indirect or consequential loss or any destruction or loss of data, in any case, whether or not such losses were within the contemplation of the Customer at the Agreement Date, suffered or incurred by the Customer arising out of or in connection with these Conditions or C-Billing.
- 19.6 Without prejudice to its rights and remedies, the Company may terminate C-Billing, or any part of it, forthwith in the event that the Customer or the Authorised User is in material breach of these Conditions, becomes insolvent or has a receiving order made against it or commences to be wound up or grants a trust deed on behalf of its creditors or if the Company is no longer authorised to operate the Company telecommunications system.
- 19.7 Without prejudice to its rights and remedies, the Company may at its sole discretion elect to suspend provision of C-Billing forthwith until further notice if it is entitled to terminate it or if the Customer or the Authorised User is in breach of these Conditions or if the Company is obliged to comply with any relevant order or instruction of government or other regulatory authority or if any consent or authority required for the purpose of providing C-Billing is withdrawn, revoked or otherwise ceases to have effect.

20 AMENDMENT OF THIS AGREEMENT

- 20.1 **If you are a Business Customer**, we reserve the right to add to and/or amend the Conditions or any other aspect of this Agreement at any time. If we amend these Conditions, we will notify you by sending you a letter or email advising of the amendment thirty (30) days before the amendment is to take effect. If you continue to use the Service after any amendments to these Conditions or any other aspect of this Agreement have been notified to you, you will be deemed to have accepted such amendments.
- 20.2 **If you are a Consumer**, we reserve the right to add to and/or amend the Conditions or any other aspect of this Agreement at any time. If we amend these Conditions or any other aspect of this Agreement, we will send you a letter or email advising of the amendment at least one (1) calendar month (which for the avoidance of doubt shall mean thirty (30) days) before the amendment is to take effect. If unhappy with any such amendment, you may end your use of the Service by sending us written notice to this effect to the address listed in Clause 1.5, such notice to be received within thirty (30) days of receiving our notification except in relation to Clauses 3.2 and 3.7. We will then reimburse you any fees paid to us for Service after such end date. If you continue to use the Service after any amendments to these Conditions or any other aspect of this Agreement have been notified to you and after the thirty (30) day period has expired, you will be deemed to have accepted such amendments.

21 ENTIRE AGREEMENT

21.1 This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and other than in relation to any fraudulent misrepresentations supersedes all other agreements and representations made by either party whether oral or written.

22 NO WAIVER

- 22.1 Failure or delay by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.
- 22.2 In the event either party agrees to waive a breach of this Agreement by the other party, that waiver is limited to that particular breach.

23 LAW AND ARBITRATION

- 23.1 The Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.
- 23.2 The parties shall use their reasonable endeavours to resolve any dispute arising under this Agreement by direct negotiations between the parties. If any dispute is not resolved within fourteen (14) days through direct negotiation the parties will attempt to resolve the matter through the Alternative Dispute Resolution (ADR) procedure as recommended to the parties by the Centre for Dispute Resolution. If the matter has not been resolved by an ADR procedure within thirty (30) days, or if either party will not participate in an ADR procedure within such thirty day period, the dispute shall be referred to litigation in accordance with Clause 23.1.
- 23.3 Notwithstanding the foregoing it is acknowledged and agreed that either party shall be entitled to seek injunctive relief in any court of competent jurisdiction if the other party is in breach of any of the terms hereof.

24 RIGHTS OF THIRD PARTIES

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

25 GENERAL CONDITIONS

- 25.1 The rights and remedies provided by this Agreement exclude to the furthest extent permitted by applicable law all other rights and remedies (whether express or implied) provided by common law including negligence claims in tort or delict or statute in respect of the subject matter of this Agreement.
- 25.2 The termination or expiry of this Agreement shall be without prejudice to the rights of either party which have accrued prior to termination or expiry. Clauses that are expressed to survive or which are by implication intended to survive termination or expiry of this Agreement shall so survive.
- 25.3 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision omitted.

Schedule

| (A) SERVICE CHARGES APPLICABLE TO ALL SERVICES: | PRICE |
|---|---|
| REGRADE FEE | <p>Regrade fee for a bandwidth upgrade within any Premier Broadband ADSL or Premier Broadband SDSL service. (For the avoidance of doubt, this regrade fee does not relate to any variation between ADSL and SDSL services.)</p> <p>£150.00 + VAT</p> |
| CHANGE FROM NAT TO NON-NAT (OR VICE VERSA) ON ROUTER | £75.00 + VAT |
| ALLOCATION OF ADDITIONAL IP ADDRESSES | £75.00 + VAT |
| <p>CANCELLATION OF PREMIER BROADBAND SDSL MANAGED SERVICE, PREMIER BROADBAND ADSL MANAGED SERVICE, PREMIER BROADBAND SDSL SERVICE AND PREMIER BROADBAND ADSL SERVICE</p> | <p>Other than cancellation in terms of paragraph 11.1 above, if you cancel after the Agreement Date but before the start of the Initial Period, then there will be a charge depending on how many working days it is before the start of the Initial Period.</p> <p>up to 2 working days £100.00 + VAT 3-5 working days £50.00 + VAT</p> |
| <p>INTERNAL SHIFTS – ONLY APPLICABLE TO PREMIER BROADBAND SDSL AND PREMIER BROADBAND MANAGED SDSL</p> | <p>If you decide to move from one room/floor to another within the same building up to a maximum distance of 30 metres. For the avoidance of doubt, you will not incur a new 12 month initial period in this instance, however, for moves beyond the stated maximum distance a new 12 month initial period shall be initiated.</p> <p>£125.00 + VAT</p> |
| ABORTIVE VISIT CHARGE | <p>Abortive visits include attendance to incorrect address provided by you, instances when the Premises does not meet the Physical Characteristics (or any other requirements specified by the Carrier), or where you have not agreed to take the Service at the appointed time as agreed between the Carrier and THUS.</p> <p>£75.00 + VAT</p> |
| ADMINISTRATION CHARGES | <p>Where order details received from you are illegible, materially incorrect or incomplete.</p> <p>£23.00 + VAT per hour (minimum £46.00 + VAT)</p> |
| RECONNECTION CHARGE* | <p>If your telephone line is disconnected by the Carrier for any reason and this not as the result of an act or omission by BT, THUS reserve the right to invoice the Charge for the remaining period of the Initial Period in relation to the Order. If you would like to have your circuit reinstated, this will be classed as a new provision (and will have new IP's, login etc.) and you will be charged all applicable fees for this new provision (including agreeing to a new 12 month contract). If your telephone line is disconnected by the Carrier for any reason, including non-payment of bill or change in service ownership, and subsequently reconnected, you may be liable to pay THUS a reconnection charge for your ADSL service.</p> <p>£260 + VAT</p> |
| REWORKING CHARGE | <p>If you consent to a Carrier engineer making good any existing non-Carrier installed wiring to make it fit for installation of the Service.</p> <p>Carrier will charge you directly</p> |

*Please note that if you upgrade your Service you will be subject to a new minimum term of 12 months and to payment of the applicable Charges in relation to the upgraded Service as advised by the Company at the time of the upgrade.