

Our company details are:

Company :
Name:

Trading As: :

Company :
Registration

VAT :
Registration

Address :

Telephone :

Fax :

1. CONTRACT FORMATION

1.1 The contract is formed by the completion of three distinct steps:
-your order is an offer to do specific business with us
-the contract is formed when you receive our acceptance of that offer

1.2 We reserve the right to accept, refuse, or limit your order for any reason - including (but not limited to) credit card / payment clearance, unavailability of stock or errors in product descriptions and / or prices.

2. WARRANTIES: EQUIPMENT / GOODS SUPPLIED

2.1 We warrant that the equipment / goods:

- are of satisfactory quality
- are safe for normal use
- are fit for normal use and stated purpose (but not fit for any use which we state on our website may be inappropriate)
- comply materially with the written description given on our web site

2.2 All equipment / goods are guaranteed for a period of 12 months.

3. WARRANTIES: SERVICES SUPPLIED

3.1 We warrant that the services:

- will be provided using reasonable skill and care
- are fit for normal use and stated purpose (but not fit for any use which we state on our website may be inappropriate)
- comply materially with the written description given on our web site

3.2 You acknowledge that our provision of ADSL broadband services and our ability to provide the service is dependent on British Telecom Plc and its ability to provide certain parts of the service to us. We cannot warrant that the service will be free of interruption or that transmission of information through the service will be secure.

3.3 It is entirely your responsibility to ensure that your equipment is correctly configured and capable of receiving our services.

- 3.4 It is not technically possible to provide the service free from errors and / or faults and we do not undertake to do so. We operate a support facility to enable errors and / or faults to be reported and resolved but we cannot warrant that all errors and / or faults will be corrected.

4. DELIVERY ARRANGEMENTS

- 4.1 We intend to deliver / supply the equipment / goods and services on the date set out on our order confirmation or, in any event, within 21 working days of receiving your order. If a particular delivery date is critical for you, you must tell us so in writing when, or before, you place your order; we will do our best to meet your deadline but we cannot guarantee to do so.
- 4.2 If we are unable to deliver the equipment / goods within 21 working days of receiving your order, we will tell you at the earliest opportunity and you will have the right to cancel the order. In that event, we will promptly refund any money you have paid.
- 4.3 All offers are subject to availability. Additionally ADSL broadband services are subject to suitable BT telephone line and site survey if required. If we cannot supply your order, we will refund your money promptly.
- 4.4 We will deliver by normal post, Recorded, Registered, Special Delivery or courier as appropriate and at our discretion.

5. YOUR RIGHT TO CANCEL

- 5.1 You have the right to cancel your order for equipment / goods at any time up to seven days after you receive the goods ('the time allowed').
- 5.2 If you decide to cancel your order for equipment / hardware, you should tell us (in writing) within the time allowed. It is up to you to make sure that your cancellation reaches us in time.
- 5.3 If you do cancel your order for equipment / goods, you must not use or have used the goods and you must keep them safe. It shall be your responsibility and at your cost to arrange safe return of the equipment / hardware to us.
- 5.4 Orders for broadband services cannot be cancelled once activated and the cancellation provisions of the Consumer Protection (Distance Selling) Regulations 2000 will not apply to this service.

6. INSPECTION OF GOODS

- 6.1 You should inspect and test the equipment / goods at the earliest opportunity. If the goods are defective or otherwise in breach of the contract terms ('a justified reason', you have the right to return them to us but you should do so within a reasonable time.
- 6.2 Upon return of the equipment / goods for a justified reason you have the right to either a full refund of the price of the goods or a replacement (if available). If, instead, you ask us to repair the equipment / goods you will not lose your right to return them again if they are still not satisfactory.

7. AVAILABILITY AND PRICING

- 7.1 All equipment / goods and services are supplied subject to availability.
- 7.2 ADSL broadband services are additionally supplied subject to line tests performed by British Telecom plc.
- 7.3 We have the right to change our prices at any time without advance warning and all prices exclude UK VAT at 20% unless specifically stated otherwise.

8. PERSONAL INFORMATION / SECURITY

- 8.1 We guarantee that any personal information you send us online will be secure.
- 8.2 Information that you provide to us must be true, accurate and complete. You agree to inform us of any changes in your details (contact details, address, telephone number or email address) by contacting us at: **XXXXXX**

9. CONTRACT TERM AND TERMINATION

- 9.1 Broadband services are 12 months minimum contract periods:
- 9.2 After the initial minimum contract period either party may terminate the contract by giving 30 days notice in writing to the other.
- 9.3 We reserve the right to immediately terminate the contract at any time due to abuse and / or material breach of your agreement with us or breach of our Acceptable Usage Policies (which you acknowledge to have read).
- 9.4 Upon termination any fees pre-paid by you for unused time remaining, less any charges outstanding on your account, will be calculated and returned to you either by the same method as they were paid or by cheque (at our discretion).
- 9.5 Either party may terminate this agreement immediately by giving notice in writing to the other, if the other:
- commits a material breach of this agreement which cannot be remedied
 - is the subject of a bankruptcy order, or becomes insolvent, or goes into voluntary or compulsory liquidation, or a receiver or administrator is appointed over their assets

10. COMPLAINTS

The addresses to which you should write if you have any complaint are:
Attn: Customer Services Department
XXXXXXXX

11. DESCRIPTIONS

We do our best to ensure that the descriptions and illustrations of the goods we supply are fair, honest and accurate.

12. ACCEPTABLE USAGE

It is a condition of this contract that you comply at all times with our Acceptable Usage Policies (as may be updated from time to time).

If you breach our Acceptable Usage Policy we are entitled to suspend or restrict your service and cancel this contract and / or take such as action as detailed in the Acceptable Usage Policy.

13. STATUTORY RIGHTS

Nothing in this contract affects your statutory rights.

14. MISTAKES IN BILLS

If we make a mistake in any bill, we will correct it as soon as the mistake comes to our attention, and we will, if appropriate, refund any money to you promptly.

15. RECORDS OF CONTRACTS

We maintain records of all contracts, and, if you so request, we will provide you with a copy of any contract between us and you entered into within the last 24 months.

16. PRIVACY

16.1 We will use the information you give us, and information arising from our dealings with you ('personal data') to enable us to perform our obligations to you. We may also analyse your personal data, for example, for marketing and market research purposes.

16.2 We will comply with our statutory obligations in relation to your personal data, and we will not pass on any 'sensitive data' (as defined in the Data Protection Act 1998) without your prior consent. However, it will be necessary to pass your details on to our suppliers so the goods / services can be provided - in all cases we will only pass on the minimum details that are required.

16.3 You have the right to ask us for a copy of your personal data, and to correct any mistakes.

16.4 We may monitor or record calls for training or to improve the quality of our customer service.

17. THIRD PARTY ISSUES

Unless the contract states otherwise in writing, the benefit of this contract is personal to you and only you can enforce the contractual terms.

18. SEVERABILITY & CONFLICT OF TERMS

18.1 If a court decides that any part of these terms is void, voidable or unenforceable, the rest of these terms shall continue to be valid and enforceable. A court will, if possible, modify the offending term to the minimum extent necessary to make it valid.

18.2 If you are a business, our standard terms and conditions are to prevail over any you seek to impose.

19. FORCE MAJEURE

We are not liable to you for any failure to perform our obligations due to circumstances outside our control.

20. OWNERSHIP / LATE PAYMENT

20.1 Equipment / goods supplied belong to us legally and beneficially until

you have paid all our charges under this agreement, but the risk attached to owning them passes to you as soon as they are delivered into your possession or control.

20.2 Even though equipment / goods supplied continue to belong to us, we have the right to recover payment for them. As long as the goods remain ours, and discrete from items which are not ours, we have the right (but not the obligation) to recover these goods. As long as the materials remain ours, you must not sell or otherwise dispose of them.

20.3 Under the Late Payment of Commercial Debts [Interest] Act 1998 we reserve the right to reclaim interest on overdue amounts at 8% above the Bank of England base rate.

20.4 Where payments on your account are overdue we reserve the right to restrict or suspend services or order fulfilment until payment is made in full.

21. LIMIT OF LIABILITY

21.1 We do not seek to limit liability for death or personal injury resulting from our negligence or for fraud. However, you acknowledge that the services are not appropriate for uses where personal injury or death could arise from use or reliance on the services and you should satisfy yourself as to the accuracy of any statements made by us or on our behalf.

21.2 By submitting your order request to us you agree to accept our terms and conditions and that our total liability to you shall be limited to the purchase price actually paid to us by you for the product or service giving rise to the liability.

21.3 You agree that we will not be held responsible for any indirect or consequential loss or damage (whether loss or profit, loss of opportunity or otherwise), costs, expenses or claims for consequential loss whatsoever which arise out of or in connection with the supply of the service and its use or resale.

22. INTERPRETATION AND GOVERNING LAW

22.1 This is a plain English contract. Other than defined terms, words and expressions have their normal English meaning as they would be understood by a reasonable person in the context of this contract.

22.2 This contract is governed by the laws of England and Wales and you agree to submit to the jurisdiction of the English courts.