

Summary of the Small Print terms and conditions for Connect it services

Important Notice: Please read before connecting to any Connect it service

This is a summary of the Small Print in respect of Services provided by Connect it Communications Limited (registered in England with number 08164657) ("Connect it").

IMPORTANT!

If you ordered any Service (as defined below) from us over the internet or by telephone you have a statutory right to cancel the Contract (as defined below) after concluding your Contract with us. Details of how to cancel are set out in our Code of Practice available on our Website or on request from Customer Services on 03456 885 122 between the hours of 8:30am and 5:30pm Monday to Friday excluding bank holidays in England. If we have supplied you with any equipment without charge (for example a mobile phone or router) or if you have purchased any equipment from us that you wish to return, you must return the equipment to us undamaged and in its original packaging, together with your proof of purchase (if not free of charge), by sending it special delivery to Connect it Communications, Customer Services, Innovation Centre Medway, Maidstone Road, Chatham Kent, ME5 9FD. If applicable we will issue you with a cheque refund or credit for the purchase price of the equipment within twenty-eight (28) days of receipt. There will be no refund or credit for equipment supplied free of charge. We will not refund the cost of returning equipment to us unless it is found to be faulty. Please note that if you do cancel your Contract and do not return any equipment you have received, we shall be entitled to charge you for that equipment. We will also be entitled to charge you for the cost of any Services provided to you before you cancel your Contract. This does not affect your statutory rights.

If you are transferring line rental services from another provider to our Fixed Line Services as a Domestic or Small Business Customer (as defined below), under the industry-agreed process you have a right to cancel the Contract (as defined below) for those line rental services without charge up to the date the transfer takes place. This right is separate from any legal rights you may have to cancel. You can tell us that you wish to cancel by telephone, email or post.

These terms and conditions are effective from 1st Feb 2016.

Connect it offers various communications services as follows: fixed line, mobile, broadband, VoIP (voice over internet protocol) and website services (together the "Services"). Set out below is a summary of the Small Print terms and conditions of the Services and the full terms of your Contract are set out in the Small Print. Please take the time to read these which can be obtained by accessing our website at www.connect-it.co (the "Website") or telephoning Customer Services on 03456 885 122.

General – The words and phrases used in this summary have the same meanings as in clause 1 of the Small Print. We may require you to provide whatever proofs of your identity and address that we consider reasonably necessary. In certain circumstances we may ask you to provide a security payment before we connect you to the Services. Full details are at clause 8 of the Small Print.

When you enter a Contract for our Service(s) it will have a minimum term from the Start Date (a "Committed Period"). Details of the Committed Periods are set out in Small Print but the following provisions will generally apply:

- For most Services the Committed Period is 24 months.
- For Domain Names, the Committed Period is 24 months.
- For Website Services there is no minimum period, however if you end the Contract you will be charged an early termination fee.

Third Party Terms – For certain Services such as mobile services, you will be subject to the terms and conditions of the applicable third party, such as a mobile network operator.

Early Termination Charges and other termination charges – Full details of the Early Termination Charges and other termination charges, and how they are applied, are set out in the Small Print and our Termination Policy on the Website but can be summarised for Services as follows:

Termination within Year 1 of the Contract: 80% of the remaining Charges due in respect of the Committed Period.

Termination within Year 2 of the Contract: 70% of the remaining Charges due in respect of the Committed Period.

Termination after Year 2: 60% of the remaining Charges due in respect of the Committed Period or the Subsequent Contract Period (as the case may be).

A call spend balancing charge may be also be added to the Early Termination Charge if your total call charges up to the termination date are less than the aggregate minimum monthly expected call spend amount for the same period. We make this charge because the rates that we offer you are based on the minimum monthly expected call spend confirmed by you in the contract document that you sign or agree over the telephone or online.

A charge may be applied if you fail to return Equipment to us upon termination in certain circumstances.

A Broadband Service Cease Charge is payable when a Broadband Service is ceased.

If they apply, these charges will be added to your final invoice.

Suspension – We also have the right to suspend Services in certain circumstances and you should ensure you are familiar with these circumstances set out at clause 13 of the Small Print.

Personal and Traffic Information – We will use the personal information you give us and/or your traffic data to help us manage your account efficiently and prevent fraud. Occasionally we need to pass information about you to third parties or government agencies. Full details are given in our Privacy Policy available on the Website or by calling Customer Services.

Resolving Complaints or Disputes – If you have a complaint or query regarding any aspect of the Service including your bill, please contact our Customer Services team between the hours of 8.30am and 5.30pm Monday to Friday excluding bank holidays in England by calling on 03456 885 122 or by writing to us at Connect it Communications, Customer Services, Innovation Centre Medway, Maidstone Road, Chatham Kent, ME5 9FD. Please include both your phone and customer account numbers in any correspondence. If you are not happy with our response you may refer your complaint to the Telecoms Ombudsman at www.ombudsman-services.org/communications or on 0330 440 1614.

Other Important Matters – We shall be entitled to amend our Charges and will notify you of any changes and any such notification may include sending you notification in writing and making the amended list of Charges available on the Website. If the Charges on your particular Tariff Plan are decreased this will be reflected in your next bill, however, we will not automatically migrate you onto any other lower Tariff we may launch for any of our Services. If you choose to end the Contract, further details are given in clause 10 of the Small Print. We may terminate your Contract if you: provide incorrect information; fail to pay your bills on time; or are in breach of the Small Print.

Except for changes to our Charges (dealt with above) we can vary the Small Print at any time by posting the changes on the Website. We will only do this if we have a valid reason for example changing arrangements with third parties, or changing legal, regulatory or business requirements. If you use the Services after any change, you will be bound by the terms as varied.

Limitation of Liability – We limit our liability to you. In summary our liability to you in contract, tort (including negligence) or otherwise in relation to or arising out of the Contract is limited to the amount of the annual Charges in the preceding twelve (12) months relating to the Service giving rise to such claim up to a maximum of £10,000 for all events, claims, losses however arising during the term of the Contract. Neither party is liable to the other for any loss of profits or other economic loss (whether direct or indirect) or any indirect or consequential loss. Full details of these and other exclusions and limitations are at clause 16 of the Small Print.

Credit Check and Assessment – Your application for connection to any Service is subject to a credit check and approval by Connect it. We may also credit check you at any time during the term of the Contract. Full details are given in our Privacy Policy on the Website.

Our Legal Terms – all legal terms relating to this Summary and the Small Print are set out on our Website or available by calling Customer Services.

This is the Small Print that sets out the agreement between Connect it Communications Ltd (registered in England with number 08164657) whose registered office is at Innovation Centre Medway, Maidstone Road, Chatham, Kent ME5 9FD ("Connect it " "we"; "our"; "us") and the Customer ("you" "your" "Customer") details of whom are stated in the contract documentation you sign, provide online or over the telephone.

By using Equipment and/or Services (as defined below) you confirm you have read the Code of Practice and that you agree to the following terms and conditions so you should read them carefully.

1. Definitions

1.1 In the Contract the following words have the following meanings:

"Acceptable Use Limit"	means rules, limits or restrictions for the use of the Services as may be revised by us from time to time and which is on Our Website.
"Associate(s)"	means in relation to a party to the Contract (at the relevant time), any company which is a Subsidiary or a Holding Company or which is a Subsidiary of any such Holding Company from time to time (where 'Subsidiary' and 'Holding Company' have the meanings given in section 1159 and Schedule 6 of the Companies Act 2006).
"Authorisation"	means the authorisation to act as a public electronic communications network or service provider under the Legislation.
"Billing Period"	means any period for which we will bill you from time to time for the Services.
"Blackberry Device"	means a Blackberry handset terminal, including any relevant accessories.
"Broadband Plan"	means the monthly tariff which you select at the time you order the Broadband Service.
"Broadband Service"	means the direct high speed "always on" network access to the internet provided in accordance with the particular type of Broadband Plan chosen by you and supplied to your Premises via the Network at the best available Transmission Speed that we are reasonably able to make available to you according to the Broadband Plan you have selected and which is provided in accordance with the terms of the Contract.
"BT"	means British Telecommunications Plc of 81 Newgate Street, London, EC1A 7AJ.
"Broadband Service Cease Charge"	means the charge for ceasing a Broadband Service set out in the termination policy on Our Website.
"Bundle"	means the package of Services and Equipment chosen by you details of which are set out on the contract documentation that you sign and "Bundle Equipment" will be construed accordingly.
"Change in Control"	means any material change in the exercise, control or holding of the voting shares in you (otherwise than solely for the purposes of a group re-organisation of a solvent group).
"Charges"	means the charges payable by you to us for the Installation Services and/or provision of the Services as set out in the Contract or any revised changes notified to you in accordance with clause 2.4 or 7.1.2, together with all applicable taxes and any interest due in accordance with clause 7. Full details can be obtained by contacting Customer Services.
"Charges Policy"	means the policy stated from time to time on Our Website.
"Charges Review"	means a review which subject to clause 2.4 you can request us to carry out on the Charges payable by you for the Services at any time after the third month following the Start Date.
"CLI"	means caller line identity services that identify the originating number of an outgoing call.
"Code of Practice"	means the Connect it code of practice available on Our Website or by contacting Customer Services.
"Committed Period"	means, in respect of each Service (except Website Services), the minimum period of twenty-four (24) calendar months (unless otherwise stated on the contract documentation you sign, agree over the telephone or online) for which a Contract for each Service will run commencing on the Connection Date. Website Services have no Committed Period.
"Connection(s)"	means the successful connection of a call line identity or broadband connection to the Network and "Connected" will be construed accordingly.
"Connection Charge"	means the sum to be charged for connection to the Services as notified to you in the Price List.
"Connection Date"	means the date of the connection of the Services to the relevant Network.
"Contract"	means the terms and conditions in this document, the Other Legal Terms, together with the details set out in the contract document that you sign or agree over the telephone or online.
"Credit Limit"	means a monthly financial limit applied for Charges incurred under the Contract.
"Customer Services"	means the customer services facility provided by us for you to contact by phone or email details of which are set out on Our Website. All calls may be monitored and recorded for training and security purposes.
"Denial of Service Attacks"	means any attacks to the Network on which the Broadband Service is provided or any other third party's network, the purpose of which are to attempt to prevent legitimate users from using or enjoying the benefit of the Broadband Service or any other similar service (as the case may be).
"Domain Name"	means such domain name as we may allocate to you such allocation being subject to separate terms and conditions details of which can be found on Our Website or by contacting Customer Services.
"Domain Name Price"	means the retail price from time to time for a Domain Name.
"Domain Period"	means the period of twenty-four (24) months from the date of allocation of a Domain Name.
"Domestic or Small Business Customer"	means a customer of ours who is neither a communications provider nor a customer in respect of an undertaking carried on by him for which more than ten individuals work (whether as employees or volunteers or otherwise).
"Early Termination Charges"	means the charges for early termination set out in the termination policy on Our Website.
"Equipment"	means Handsets and any other communications or other equipment recommended and approved by us and/or your Third Party Operator as an essential part of providing the Services (excluding SIM Cards) (as applicable). This may include (without limitation) modem, router, cables. It does not include leads, batteries or other accessories or equipment you might purchase from any supplier we recommend or any alternative supplier. This other equipment is "Additional Equipment" .
"Fixed Line Services"	means the fixed line services provided to you by us under the terms of the Contract enabling you to make and receive calls over the Network.
"GSM Gateway"	means a device containing one or more subscriber identity modules for one or more networks, which enable calls from fixed phones to networks to be routed directly via a GSM link into the relevant Network. GSM is the globally accepted standard for second generation digital cellular communication.
"Handsets"	means any mobile device or Blackberry Device supplied to you by us under this Contract excluding the SIM Card. It does not include any mobile device acquired from someone else and used for obtaining the Mobile Service from us by obtaining a SIM Card only. This is an "Existing Handset" .
"Installation Charges"	means the charges incurred or imposed as a result of or arising from the installation of the Services or Equipment by Connect it or our approved Third Party Operator at your Premises.
"Installation Services"	means the services set out at clause 3.7 as may be required to install any Equipment or Service.
"Legislation"	means any applicable legislation, authorisations, permissions, rules, regulations, orders and guidelines relating to the provision or marketing or use of the Services and includes without limitation the

	Communications Act 2003, the PhonepayPlus Code (formerly known as the ICSTIS Code) and/or any directives or other requirements issued by OFCOM from time to time.
"Line Rental Service"	means the service we may agree to provide you to allow you to rent access to the main telephone line and will include line extras (such as call divert) where we agree to provide these to you.
"Mobile Service"	means the mobile service provided to you under the terms of the Contract enabling you to make and receive calls using a Handset over the Network and any related Services.
"Network"	means the electronic communications networks over which we provide the Services.
"OFCOM"	means Office of Communications.
"Other Legal Terms"	means the other terms and conditions that apply to the Equipment or Services and which are published on Our Website. If there is ever any inconsistency between the Other Legal Terms and the terms in this document, the Other Legal Terms will apply.
"Our Website"	means the website located at www.connect-it.co as may be amended.
"Premises"	means the mainland UK premises that we agree with you where we will provide you with the Services.
"Presentation Number"	means pre-set numbers that are automatically sent out every time an outgoing call is made.
"Presentation Number Services"	means the provision to you of services allowing you to use Presentation Numbers.
"Price List"	means a list of our current prices including (but not limited to) details of Connection Charges, charges for monthly access and related services and calls which is available on Our Website.
"Service Credits"	means the credits due, if any, from us to you in accordance with clause 4.
"Service Failures"	means any failure, error or defect in the provision of the Services by us but excludes failures, errors or defects arising from, caused by or contributed to by your acts or omissions or third parties acting on your behalf including other providers of communications equipment or services, computers or other equipment or services including internet services or any failure, error or defect arising as a result of causes beyond our reasonable control.
"Service Level"	means in relation to a Service the performance standard, if any, set out in the Contract.
"Services"	means one or more of the services and Equipment that you request in writing or by telephone or online from us and any additional services that we agree to provide to you after the Start Date and "Service" will be construed accordingly.
"SIM Card"	means the card provided by the Third Party Operator which enables use of the Mobile Service when inserted in a Handset.
"SIP Service"	means the facility to make and receive voice calls using a suitably enabled broadband line in the United Kingdom and any related services that we agree to provide to you under the Contract. We provide the SIP trunk (the connection between your PBX and the public telephone network) via your broadband line.
"Software"	means the software provided by us to you for the purposes of enabling you to use the Services including all associated documentation.
"Start Date"	means either the date that you sign the contract documentation or, if you have ordered the Services over the telephone or via the internet, the date upon which you agree to the terms of the Contract.
"Subsequent Contract Period"	means successive periods each of twelve (12) calendar months beginning on the expiry of the Committed Period.
"Term"	means the Committed Period and each Subsequent Contract Period.
"Third Party Operator"	means the electronic communications network or services provider through which we may provide the Services.
"Transmission Speed"	means either the rate in Kbps or Mbps that data is transferred between the Equipment and the Broadband Service. The Transmission Speed available to you will be affected the operational and technical characteristics of your telephone line, the Network and your chosen Equipment.
"VoIP Service"	means the facility to make and receive voice calls using a suitably enabled broadband line in the United Kingdom and any related services that we agree to provide to you under the Contract. The service is fully hosted by us.
"Website Services"	means the provision of website hosting services in accordance with the particular type of Website Plan chosen by you.
"Website Plan"	means the monthly tariff which you select at the time you contract to receive Website Services.
"Your Website"	means any website provided and which you use in connection with Website Services.

2. When the Contract Begins and How Long it Lasts

- 2.1 We will provide you with the Services and the Equipment subject to you complying with the terms of the Contract. Your obligations under the Contract will commence on the Start Date and will continue during the Term. Subject to clause 20.1, our obligations under the Contract will commence from the Connection Date. **If you are a Domestic or Small Business Customer**, the Contract will automatically continue after the end of the Committed Period unless and until terminated under clause 10. **If you are not a Domestic or Small Business Customer**, you must contact us at least thirty (30) days before the end of the Committed Period or any Subsequent Contract Period if you do not wish your Contract to continue. If we do not hear from you, upon expiry of the Committed Period or the then current Subsequent Contract Period (as the case may be) the Contract will automatically continue for the Subsequent Contract Period unless and until terminated under clause 10.
- 2.2 You also agree that the Other Legal Terms apply to the Services and the Equipment and these are published on Our Website and may be updated from time to time. These Other Legal Terms include by way of example our "charges policy", "acceptable use policy" and "termination policy". These will apply to your use of the Services and the Equipment therefore you should read them carefully. From time to time during the Contract we may also at our discretion make certain promotional offers available to you. If you accept any of these offers, any special conditions relating to such offers will apply in addition to the Contract.
- 2.3 The Connection Date and any other dates given in the Contract regarding our provision of the Services, Installation Services or Equipment to you are estimates and are provided for planning purposes only. We have no liability to you if we do not meet a Connection Date or any other date as time is not of the essence.
- 2.4 Where you request a Charges Review and we agree to amend your Charges, a new Committed Period will be deemed to start from the date upon which the Tariff is amended.

3. Receiving our Services

In order to receive our Services, we will need some authorisations from you. There are also some things that you must do and some points for you to note and be aware of. These are set out below:

- 3.1 General
 - 3.1.1 Calls to international, premium rate and other higher rate numbers are not barred and you will be responsible for all Charges in respect of calls to such numbers. You may request that we bar such numbers if you wish to do so.
 - 3.1.2 We may select and at any time change any carrier or other service provider for the purposes of providing the Services, and you authorise us to give all notices, nominations and other authorisations that are necessary for us to provide the Services to you.
 - 3.1.3 Whilst we provide the Services to you, you authorise us to act on your behalf in all dealings with any Third Party Operator in connection with any matter that enables us to provide or to continue to provide you with the Services.
 - 3.1.4 To enable us to perform our obligations under the Contract, you will obtain all requisite licences, consents and permissions and will provide such reasonable assistance and information as we request from time to time.
 - 3.1.5 We may take instructions from a person who we think, with good reason, is acting with your permission.
- 3.2 Equipment
 - 3.2.1 Subject to clause 3.2.2, it is your responsibility to purchase and correctly install the Equipment.
 - 3.2.2 If you have chosen a Bundle we will notify you of the Bundle Equipment you will receive and (subject to availability) will provide this to you free of charge provided that you continue to receive the Bundle for the Committed Period. If you downgrade to a different Bundle during the Committed Period, we reserve the right to charge the standard charge for that original Bundle Equipment.

- 3.2.3 In respect of all Services, if you receive new Equipment through us, it is provided with the benefit of and subject to the terms applicable to such warranty or guarantee as is given by the manufacturer of the Equipment. Equipment that is not new or is Additional Equipment is provided without any warranty or guarantee whatsoever.
- 3.2.4 If you wish to use Additional Equipment to receive any Services rather than that supplied or recommended by us or a Third Party Operator, we cannot guarantee compatibility with the Services nor will we provide any ongoing support. We will have no liability for a failure to provide the Services resulting from use by you of Additional Equipment. In addition, you should note that use of Additional Equipment may result in unexpected Charges that you will have sole responsibility for and we have no liability to you in respect of your use of Additional Equipment. This limit is in addition to clause 16 and subject to clause 16.4.
- 3.2.5 Equipment supplied by us will be at your risk immediately on delivery to your premises (or into custody on your behalf, if sooner) and should be insured accordingly. Delivery will be evidenced by signature by you or an authorised person. The Equipment will be deemed to have been checked and accepted by you on the date of such signature. You must inspect it and inform us of any damaged or missing items within seven (7) days by contacting Customer Services. You are responsible for ensuring that an authorised person is available to accept delivery. We are not responsible for any delay in performing the Services and reserve the right to charge carriage if an authorised signatory is not available, or you refuse to accept delivery of Equipment. We accept no liability for any late delivery or deliveries that are lost in the post.
- 3.2.6 Without prejudice to your rights under clause 11, you may request an exchange or upgrade of any Handset within seven (7) days following delivery subject to (i) return to us at your cost the original Handsets in their original packaging and unused, (ii) payment by you of the costs of delivery and (iii) payment of our standard charge.
- 3.2.7 Equipment will remain our property until paid for in full by you. Until such time as the ownership of the Equipment has passed to you, you will hold it on our behalf and keep it safe, insured and identified as our property and we will be entitled to ask you to return the Equipment. During this time, you will notify us immediately of any loss, theft or damage of any Equipment.
- 3.2.8 All SIM Cards supplied to you for use on the Network will at all times remain the property of the Third Party Operator and in the event of termination of the Contract must be returned to your Third Party Operator in good condition. You agree to notify the Third Party Operator immediately of any loss, theft or damage of any SIM Card.
- 3.2.9 If it is necessary for a Third Party Operator to supply you with Equipment in order to access any Service then you agree that such Equipment will remain the sole property of that Third Party Operator and you will comply with all request and instructions of that Third Party Operator in relation to that Equipment.
- 3.2.10 You will comply with any reasonable instructions issued by us or the Third Party Operator which concern your use of the Services or SIM Card including, without limitation, any codes of conduct which apply in relation to the Equipment and Services (as amended from time to time).
- 3.2.11 You will ensure that the Equipment and any other equipment and/or hardware connected to or used with any Services is connected and used in accordance with any applicable instructions, safety or security procedures.
- 3.3 **Fixed Line Services**
- 3.3.1 If you request Line Rental Services and already receive line rental services from another provider, the other services will continue until the transfer to our Fixed Line Services is complete unless your other provider agrees that it can be done earlier. If you are transferring line rental services from another provider to our Fixed Line Services as a Domestic or Small Business Customer, under the industry-agreed process you have a right to cancel the Contract for those line rental services without charge up to the date the transfer takes place. This right is separate from any legal rights you may have to cancel. You can tell us that you wish to cancel by telephone, email or post.
- 3.3.2 It is your responsibility to ensure the compatibility of the Fixed Line Services with any monitored alarm system you may have and you should check this with your monitored alarm system provider. We do not accept any liability in connection with your use of a monitored alarm system with the Services, save as set out at clause 16.5.
- 3.3.3 Certain services which are provided by Third Party Operators may not be compatible with the Fixed Line Services. You should be aware that such services may be automatically removed from your line during set up and may no longer be available to you.
- 3.3.4 If you instruct us, we will register your telephone number on the Telephone Preference Service registry.
- 3.3.5 In response to OFCOM's publication of its "Statement and Notification on Protecting Citizens and Consumers from Mis-selling of Fixed-Line Telecoms Services", we have produced a Code of Practice to protect your rights in this area and this is available on Our Website.
- 3.3.6 You recognise that the Fixed Line Services may from time to time be adversely affected by local geography, topography and/or atmospheric conditions and other causes of interference and may fail or require maintenance without notice.
- 3.3.7 You acknowledge that you have no right to sell (or to agree to transfer) or dispose of in any way, any telephone number provided to you by us. You further acknowledge that all numbers provided by us are provisional until put into service and, as such, are subject to change. Any use made by you of any such number prior to it being put into service is entirely at your own risk.
- 3.4 **Broadband and Website Services**
- 3.4.1 In order for us to enable you to use the Broadband Service and/or Website Services you agree to comply with the following:
- you must have an existing BT or any other non-cable network telephone line;
 - you must have a personal computer of minimum specification;
 - you must have compatible cables and extension leads between any communications equipment and telephone socket;
 - our provision of the Broadband Service is subject to testing to our satisfaction of your telephone line to ensure that broadband is available in your area and can be activated. If any installation work is needed at your Premises before we are able to provide the Broadband Service, you must arrange this through an authorised third party or us at your own cost; and
 - you must cancel any other broadband access service.
- 3.4.2 In certain limited circumstances, we may not be able to set up the Broadband Service and/or Website Services for technical reasons beyond your or our control including (but not limited to) unacceptably slow transmission speeds. If this happens we will notify you as soon as possible and the Contract between us will end. In such circumstances, we will provide you with a full refund for any Charges you have already paid us.
- 3.4.3 Upon activation of your Broadband Service you accept that you may experience a temporary loss of your existing line.
- 3.4.4 You will be allocated a username and password in order to access the Broadband Service. You will be responsible for keeping this username and password confidential and agree to take all necessary steps to ensure their confidentiality and that they are not disclosed to any unauthorised third parties. You will inform us if you become aware of or suspect any unauthorised use of your username and password and agree to take all necessary steps (or such steps as may be requested by us) to prevent such use.
- 3.4.5 To ensure that the Broadband Service remain secure, you must not change or attempt to change a username without our written permission.
- 3.4.6 If you move and want to access the Broadband Service at your new address you will need to set up a new account for that location by contacting Customer Services. You will have to provide us with proof of your new address. If you do not, your existing account will not be terminated and you will be liable for any Charges that remain due relating to that account. You will also have to pay an administration fee for setting up a new account when you move and if you have purchased Equipment from us and such Equipment is lost or damaged when you move address you will have to purchase new Equipment from us.
- 3.4.7 When you have moved address, a telephone line test will need to be carried out. If it is not possible to connect you and we are unable (in our sole discretion) to provide you with the same service at the same cost by alternative means, you may terminate the Contract provided: (i) it is no earlier than the date you actually move; (ii) you give us ten (10) days' notice; and (iii) you send us proof of your change of address. Any Charges due in respect of your existing account to the date of cancellation will remain payable. If it is possible to connect you at your new address, we will try to ensure that your connection is at the same Transmission Speed as that at your old address prior to your move. However, if it is not possible, we will connect you at the Transmission Speed we determine is available and possible.
- 3.4.8 As part of the Broadband Service or Website Services you may set up your own Website(s). Domain Names are subject to availability and we cannot guarantee the availability of any specific domain name. The number of e-mail addresses and the amount of e-mail storage and website that we provide to you depends on your Broadband Plan or Website Plan. You agree to ensure that you save your e-mails in the event that your e-mail storage is approaching its limit. Domain Names will be charged at the Domain Price.
- 3.4.9 Where we provide you with one or more e-mail addresses and storage as part of providing the Broadband Service and/or Website Services you acknowledge that such e-mail addresses are not your property and that we are entitled to alter them in our sole discretion. We will only change your e-mail addresses where reasonably necessary after providing you with reasonable notice of such change. The number of e-mail addresses and the amount of e-mail storage that we provide to you will depend on the Broadband Plan/Website Plan you subscribe to.
- 3.4.10 You acknowledge that you have no right to sell (or to agree to transfer) or dispose of in any way, any e-mail addresses or Domain Name provided to you by us. You further acknowledge that all email addresses and Domain Names provided by us are provisional until put into service and, as such, are subject to change. Any use made by you of any such email address or Domain Name prior to it being put into service is entirely at your own risk.
- 3.4.11 If we receive a complaint about Your Website we may suspend it immediately without notifying you beforehand. We may ask you to either agree with the person making the complaint that the material can remain or can be altered or ask you to agree to remove it permanently. However, if we believe that the material on Your Website is sufficiently harmful, unlawful or offensive, is illegal or we

- receive further complaints about Your Website after we have already issued you with a warning, we may end the Contract without further notice to you. In such circumstances we will be under no obligation to provide you with any refund.
- 3.4.12 You agree that you will enter into any licence or agreement reasonably required by the owner of any intellectual property rights in any software supplied to you for the purpose of accessing the Broadband Service or the Website Services. You also agree that all intellectual property rights in the Broadband Service or the Website Services (including the Equipment and any related software) are and will remain vested in us, our agents, the Equipment manufacturer or their licensors as applicable.
- 3.4.13 You acknowledge that as part of your wish to receive and enjoy the full benefits of the Broadband Service or the Website Service some minor modifications may need to be made to your computer. It is your responsibility to ensure that such modifications do not invalidate the terms of any warranty that you may have concerning your computer. We will not be liable for any claim that your warranty has been invalidated (if applicable) as a result of work carried out by you, us, our agents in order to make your computer operate with the Broadband Service.
- 3.4.14 It is your responsibility to ensure the compatibility of the Broadband Service and Website Services with your personal computer; any hardware, software or any other equipment or services.
- 3.4.15 You recognise that the Broadband Service and Website Services may from time to time be adversely affected by failure of a server or other external causes and may fail or require maintenance without notice. You further acknowledge that we will have no liability for failure of the Broadband Service and Website Services unless and to the extent caused by our negligence or fraudulent misrepresentation.
- 3.5 **Mobile Service**
- 3.5.1 In respect of the Mobile Service and subject to these terms and conditions we will arrange with the Third Party Operator for the connection of the applicable Equipment to the Network and we will use our reasonable endeavours to make the Mobile Service available to you.
- 3.5.2 You acknowledge and agree that you will upon connection of the Mobile Service be subject to the Other Legal Terms and the terms and conditions of the applicable Third Party Operator of that Mobile Service.
- 3.6 **VoIP Service and SIP Service**
- 3.6.1 In order for us to enable you to use the VoIP Service / SIP Service you agree to comply with the following:
- you must have the Broadband Service or a suitable broadband service provided by another broadband provider, in either case with the required bandwidth to support acceptable call quality and with adequate usage limits;
 - you must have compatible cables and extension leads between any communications equipment and telephone socket;
 - our provision of the VoIP Service / SIP Service is subject to testing to our satisfaction that the Broadband Service or the broadband service provided by the relevant broadband provider (as the case may be) will support it. If any installation work is needed at your Premises before we are able to provide the VoIP Service / SIP Service, you must arrange this through an authorised third party or us at your own cost.
 - It is your responsibility to provide, maintain and keep secure against unauthorised use the Equipment necessary to receive and use the VoIP Service / SIP Service, as follows:
VoIP Service: broadband modem and router, one or more compatible VoIP telephone(s), appropriate power supplies, and all the cabling necessary to connect the telephone(s) to your router.
SIP Service: broadband modem and router, PBX, one or more compatible telephones, appropriate power supplies, and all necessary cabling to connect the telephone(s) to your PBX and the PBX to your router.
 - In relation to the SIP Service, we are only responsible for the SIP trunk up to the point at which it connects to your PBX. You are responsible for the PBX along with the telephones connected to it.
- 3.6.2 In certain limited circumstances, we may not be able to set up the VoIP Service / SIP Service for technical reasons beyond your or our control including (but not limited to) unacceptably slow transmission speeds. If this happens we will notify you as soon as possible and the Contract between us will end. In such circumstances, we will provide you with a full refund for any Charges you have already paid us.
- 3.6.3 If you move and want to access the VoIP Service / SIP Service at your new address you will need to set up a new account for that location by contacting Customer Services. You will have to provide us with proof of your new address. If you do not, your existing account will not be terminated and you will be liable for any Charges that remain due relating to that account. You will also have to pay an administration fee for setting up a new account when you move and if you have purchased Equipment from us and such Equipment is lost or damaged when you move address you will have to purchase new Equipment from us.
- 3.6.4 When you have moved address, a broadband service test and/or VoIP Service test / SIP Service test will need to be carried out. If it is not possible to connect you and we are unable (in our sole discretion) to provide you with the same service at the same cost by alternative means, you may terminate the Contract provided: (i) it is no earlier than the date you actually move; (ii) you give us ten (10) days' notice; and (iii) you send us proof of your change of address. Any Charges due in respect of your existing account to the date of cancellation will remain payable.
- 3.6.5 You agree that you will enter into any licence or agreement reasonably required by the owner of any intellectual property rights in any software supplied to you for the purpose of accessing the VoIP Service / SIP Service. You also agree that all intellectual property rights in the VoIP Service / SIP Service (including the Equipment and any related software) are and will remain vested in us, our agents, the Equipment manufacturer or their licensors as applicable.
- 3.6.6 You acknowledge that as part of your wish to receive and enjoy the full benefits of the VoIP Service / SIP Service some minor modifications may need to be made to your local network. It is your responsibility to ensure that such modifications do not invalidate the terms of any warranty that you may have concerning your equipment. We will not be liable for any claim that your warranty has been invalidated (if applicable) as a result of work carried out by you, us, our agents in order to make your local network operate with the VoIP Service / SIP Service.
- 3.6.7 It is your responsibility to ensure the compatibility of the VoIP Service / SIP Service with your local network, any hardware, software, or any other equipment or services.
- 3.6.8 Whilst we aim to provide a continuous VoIP Service / SIP Service to you, the VoIP Service / SIP Service may impair, or be impaired by, the uploading or downloading of data and/or the making or receiving of simultaneous calls using the same broadband enabled connection, or by other circumstances beyond our reasonable control. In addition to this, you acknowledge that the VoIP Service / SIP Service may be adversely affected from time to time by failure of your local network, a server or other external causes, and may fail or require maintenance without notice. You acknowledge that we will have no liability for failure of the VoIP Service / SIP Service unless and to the extent caused by our negligence or fraudulent misrepresentation.
- 3.6.9 Any order for the VoIP Service / SIP Service which is accepted by us is conditional on you acknowledging that the VoIP Service / SIP Service:
- may not offer all the features or resilience that you may expect from a conventional phone line; and
 - is not a Publicly Available Telephony Service (PATS) and as a result, may sometimes be limited, unavailable or disrupted due to events beyond our control e.g. power disruptions, failures or the quality of the broadband connection, and that we shall have no liability to you in respect of these.
- 3.6.10 You acknowledge that the VoIP Service / SIP Service is not intended to be used for calling the 999 service or making other emergency or important calls and that a conventional phone line should be installed for such purposes.
- 3.6.11 You may only access the VoIP Service through the software provided and must not attempt to circumvent any security measures.
- 3.6.12 You accept that occasionally we will provide instructions regarding the VoIP Service / SIP Service. You must follow these instructions.
- 3.6.13 You must ensure that any personal computer, data and other Equipment used in connection with the VoIP Service / SIP Service is secure and protected from any risks (including viruses) that downloading any software may involve, by installing appropriate software.
- 3.6.14 You are responsible for the security and proper use of all usernames and passwords and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to or accessed by any unauthorised people.
- 3.6.15 If any Equipment is lost, stolen or likely to be used in an unauthorised manner you will be responsible for any Charges incurred until you have informed us.
- 3.6.16 You are wholly responsible for the safety and security of your VoIP Service / SIP Service account and the Equipment used by you to access the VoIP Service / SIP Service and must put in place such safeguards as are necessary to prevent unauthorised use. You are responsible for all use of the usernames and passwords to access the service, whether authorised or not. You agree that we have no responsibility for Charges incurred by you as a result of the unauthorised use of your VoIP Service / SIP Service.
- 3.6.17 You agree to pay all Charges for the VoIP Service / SIP Service calculated using the details recorded by us or the Third Party Operator.
- 3.6.18 You agree to pay all Charges for the VoIP Service / SIP Service upon receipt of our invoice, whether the Service is used by the you or someone else (whether authorised or unauthorised). This includes, but is not limited to, calls made from fraudulent use of your VoIP Service / SIP Service account caused by hacking or any other form of unauthorised intrusion or use.
- 3.7 **Installation Services**
- 3.7.1 In respect of certain Services it may be necessary to access your Premises prior to the Connection Date in order to install Equipment. We will use our reasonable endeavours to perform and complete the Installation Services, however for technical or operational reasons installation may not be possible. In this event, we may give notice to terminate this Contract or the affected Services or part thereof by notice to you in writing.

- 3.7.2 To enable us to carry out our obligations under this Contract you must permit or procure permission etc. for us, or anyone acting on our behalf, to have access to your Premises and any other premises at all reasonable times subject to our having received your prior consent.
- 3.7.3 Our employees or anyone acting on our behalf will observe your reasonable regulations affecting your Premises as previously advised in writing to us.
- 3.7.4 You will provide adequate and suitable supervision of all of our employees and approved sub-contractors at all times as you consider appropriate and reasonable. You will provide a suitable and safe working environment for our employees and anyone acting on our behalf in relation to work carried out at your Premises.
- 3.7.5 In normal circumstances, access to your Premises will only be required during normal working hours (that are not weekends or bank holidays). If we require access at other times, you will permit or procure permission for us or our agents to have access to your Premises and will provide such reasonable assistance and information as we request from time to time. Any request by us to carry out work at other times may be refused by you. Any request by you that we carry out work at other times may be refused by us, but if accepted such work will be charged to you at our then current standard rates.
- 3.7.6 Completion of the Installation Services shall not be confirmation that any Connection of the Services will take place.
- 3.8 **Presentation Numbers**
- 3.8.1 In order for us to provide you with Presentation Number Services you agree to comply with the conditions set out in this clause 3.8
- 3.8.2 Presentation Numbers are available only in conjunction with ISDN 30 lines.
- 3.8.3 You agree that any Presentation Number:
- is either a diallable number or a number that has been received from the network unchanged; and
 - has been allocated to you or to a third party who has given you permission to use it; and
 - is not be a number that connects to a premium rate or revenue sharing number.
- 3.8.4 The following additional provisions apply in relation to the five types of Presentation Numbers available:
- Presentation Number Type 1**
What it is. The number is generated by the network provider. It is stored in the network and applied to an outgoing call at the local exchange by the provider.
Your additional obligations. There is nothing extra that we need you to agree to do to use this service. As the number is applied by network equipment, there is no need for it to be verified each time a call is made. Instead, the level of authenticity will depend on the checks made by a network provider that you are entitled to use a particular Presentation Number.
 - Presentation Number Type 2**
What it is. This identifies a caller's extension number behind a DDI switchboard. Although the number or partial number is generated by the user's own equipment, the network provider is able to check that it falls within the range and length allocated to a particular subscriber. That way, the authenticity of the number can be ensured.
Your additional obligations. There is nothing extra that we need you to agree to do to use this service, as this type of number is considered to carry sufficient authenticity to be classified as a network number and is carried as such by some networks.
 - Presentation Number Type 3**
What it is. This is limited to the far-end breakout scenario where a call's access to the public network may be different to where it was originated (e.g. where there are several transitions between several service providers). The number is generated by the user's equipment but is not capable of being subjected to network verification procedures.
Your additional obligations. You agree and give your undertaking that only authentic calling party numbers will be generated when using this service.
 - Presentation Number Type 4**
What it is. This is a presentation number available for the onward transmission of the originating number where a call breaks into a private network and breaks out again before termination. On the breakout leg, the number is generated by the user's equipment although it will have already been verified in consequence of having been delivered to the private network. To maintain the verification, it is necessary to ensure that the number submitted by the private network is the number that was received. Unlike other types of presentation numbers, Type 4 numbers may not always be 'diallable'; this will depend on the nature of the number received from the public network.
Your additional obligations. You agree and give your undertaking that you will only submit CLIs that have been received from the public network.
 - Presentation Number Type 5**
What it is. These are presentation numbers that identify separate groups of callers behind a private network switch wishing to send different outgoing CLIs. A typical scenario is a call centre making calls on behalf of more than one client. Type 5 presentation numbers are generated by the user's equipment.
Your additional obligations. You agree and give your undertaking that you will only submit CLIs that have been allocated to you or to a third party who has given you permission to use it or them.
- 3.9 **Additional Services**
- 3.9.1 If you would like to receive any additional services, please contact Customer Services for further details and see Our Website for the terms of use under "Other Legal Terms".
4. **What Level of Service We Give to You; Access to your Premises and assistance from you**
- 4.1 We will provide you with the Services in accordance with the terms of the Contract and with reasonable care and skill provided always that you acknowledge we are not the providers of the Mobile Service.
- 4.2 We do not guarantee that the Services will be continuously available to you or free from Service Failures or that the Broadband Service will be provided at any particular Transmission Speed.
- 4.3 Where you believe that you are experiencing a Service Failure you must immediately report this to us via Customer Services providing sufficient information to enable us to investigate. We will log the time of receipt of all such reports. It is important that you contact Customer Services, rather than use any other method of contacting us, because the duration of any Service Failure, for the purposes of calculating any Service Credits which may be due, will be measured from the time your fault report is logged with our Customer Services to the time we can demonstrate that the Service has been restored.
- 4.4 Where the parties agree, as a result of a Service Failure, an applicable Service Level specified in the Contract is not achieved we will, subject to clause 16.8, pay to you a Service Credit by issuing a credit note to you for a sum equivalent to the amount of the Service Credit. If we spend time investigating fault(s) which are persistently reported by you and conclude that there has been no Service Failure, we reserve the right to charge you for all reasonable costs and expenses incurred in investigating the report and you agree to pay the standard charge.
- 4.5 In the event of a Service Failure and in order to restore the affected Service or assist with its restoration, access to your Premises may be needed by us or the relevant Third Party Operator (or third party contractors acting on our or their behalf). Additionally, we or they may need you to provide other assistance. To enable us to restore the affected Service following a Service Failure, you agree promptly to permit or to procure permission (as the case may be) for us, any relevant Third Party Operator and anyone acting on our or their behalf, to access the Premises at all reasonable times and promptly to provide such other assistance as we or they may reasonably require. We will not be liable for any failure to provide the Services or to remedy a Service Failure to the extent caused by your failure to comply with this clause 4.5
5. **Your Obligations when Using the Services and the Equipment**
- 5.1 **General**
- 5.1.1 The Services are provided for use by you in the course of your business and on the condition that you do not resell or otherwise make the Services or Equipment available to any other party unless authorised in writing by a Director of Connect it. You must comply with any instructions we give you about the Services.
- 5.1.2 You agree that you will not use or allow others to use any of the Services or the Equipment to do any of the following acts:
- Contravene or cause us to contravene any Legislation;
 - Contravene our Fair Use Policy;
 - Perform any improper, immoral or fraudulent or unlawful activity or use the Services in bad faith or so as to artificially increase or create revenues for electronic communications services supplied by you or any person connected with you;
 - Enable or permit unauthorised access by you or third parties to data stored on our Network;
 - Cause a degradation of service to any of our other customers;
 - Send unsolicited marketing or advertising materials;
 - Deliberately receive, own, use, send, publish or host any material of a pornographic, obscene, defamatory, menacing or offensive nature or material which causes a nuisance, annoyance, an intrusion, harassment of any third party (including Denial of Service Attacks);
 - Directly or indirectly perform or permit any hoax, abusive, racist or indecent act or omission which may result in the infringement of ours or any third party's trade marks, copyright or other intellectual property rights which may now or in the future exist in

- any part of the world, or misuse of any third party's confidential information or privacy (including without limitation any data protection legislation) by us or you;
- i. Cause an overload of our Network or knowingly, recklessly or negligently act or omit to act in such a way that the operation of our Network may be jeopardised or impaired;
 - j. Injure or damage any persons, property or network or howsoever cause the quality of the Services to be impaired;
 - k. Cause us to lose or breach any Authorisation;
 - l. Reverse engineer, decompile or modify the Equipment or SIM Card or authorise any other person to do this;
 - m. In respect of the Mobile Service, use GSM Gateways or any other device to route third party traffic through the Network;
 - n. Do anything (or allow anything to be done) which we think in our reasonable opinion may damage or affect the operation of our Network or those of our agents;
 - o. Intrude, or attempt to intrude, into the equipment, software or systems of any third party or any aspect of the Services.
- 5.1.3 You will indemnify us against any claims, proceedings or threatened proceedings from third parties and against any loss or damage suffered by us arising from any breach of your obligations under the Contract, including this clause 5, and for all costs and expenses reasonably incurred by us in investigating and defending ourselves in relation to any such claims, proceedings or threatened proceedings.
- 5.1.4 You will give us not less than two (2) days' written notice of any advertising, promotion or other campaigns which may significantly increase traffic on our Network.
- 5.1.5 You agree that the details that you provide to us are true, accurate and complete. If you choose to manage your account online, it is a condition of the Contract that you provide us with a current e-mail address for billing purposes and that you maintain this address and advise us promptly of any changes to it. We will have no responsibility for e-mails that are sent by us and not delivered to you for any reason whatsoever.
- 5.1.6 You agree to comply with any instructions that we and our agents may give you from time to time which we or they believe are necessary for health, safety or the quality of other communications services provided to you.
- 5.2 Broadband Service**
- 5.2.1 To prevent spam from entering and affecting the operation of our systems and the Broadband Service, we may take any reasonable measures or actions necessary to block access to or delivery of any e-mail which appears to be of an unsolicited nature and/or part of a bulk e-mail transmission. We may also use within our systems virus screening technology that may result in the deletion or alteration of e-mail and or e-mail attachments. However, we do not warrant that such technology will be effective against all virus attacks or unsolicited e-mails.
- 5.2.2 You acknowledge that the Broadband Service is provided to other users and we owe a duty to them as a whole to preserve Network integrity and to avoid Network degradation. If, in our reasonable opinion, we believe that your use of the Broadband Service has or may adversely affect such network integrity or may cause network degradation we may change your Transmission Speed or manage your use of our Broadband Service as we see fit in the circumstances. This includes, but is not limited to, any circumstances where you are running an application or program that places excessive bandwidth demands on the Broadband Service for continued periods. We may also impose a limit on your usage capacity at any time at our sole discretion if your usage is affecting or may affect other users' enjoyment of the Broadband Service.
- 5.2.2 You acknowledge that the Transmission Speed of the Broadband Service is affected by many factors beyond our control, including (but not limited to) the distance between your premises and the relevant BT exchange, network traffic, server load. You further acknowledge that we are therefore unable to guarantee that the Broadband Service will be provided at any particular Transmission Speed and that we shall have no liability to you in respect of the Transmission Speed.
- 5.2.3 During the Term you may request a change to your Broadband Plan at any time provided that it is only once in every thirty (30) days. Changes to your Broadband Plan are subject to availability and payment of any applicable Charges (for details please see Our Website). We will use reasonable endeavours to complete the change as soon as possible but cannot guarantee how quickly this will be done. You will be responsible for all Charges on the existing Broadband Plan until the change is completed.
- 5.3 Website Services**
- 5.3.1 In the event that you wish to port an existing URL which you wish to use in connection with the Website Services, you agree and understand there may be downtime associated with this process and we are not responsible for any costs or consequence of delay arising in connection with any such downtime, provided always that we reserve the right to reject such porting request at our sole discretion.
- 5.3.2 We may reject or remove names that we believe may infringe someone else's trade mark or other intellectual property rights or which we consider are offensive, abusive, defamatory or obscene.
- 6. Allocation and Use of Telephone Numbers**
- 6.1 Where we or a Third Party Operator allocate you any telephone numbers or codes as part of the Services, you acknowledge that you will not acquire any legal, equitable or other rights in relation to any numbers or codes. We may withdraw or change any such numbers or codes and will give you as much notice as possible of this. You may not sell, encumber or transfer or seek to sell, encumber or transfer any numbers or codes allocated by us. You may port numbers to us and, subject to you paying our then current port out administration charge, you may also port numbers to other carriers with whom we have porting agreements. All intellectual property rights or other rights in any numbers or codes allocated by us will at all times, as between ourselves and you, remain vested in us.
- 6.2 We will not be obliged to comply with any porting request unless and until you have fully complied with all your obligations under the Contract (including the payment of all Charges due) which, in the event of cancellation within the Committed Period (if any) will include all Early Termination Charges.
- 7. How We Charge and How You Pay**
- 7.1 All Services**
- 7.1.1 You will pay us the Charges with effect from the date that each Service (or part) is first made available to you. The basis upon how we Charge you for the Services is set out in the Charges Policy. In respect of Installation Charges, these will become payable upon performance of the Installation Services.
- 7.1.2 We may vary our Charges at any time by posting the resulting changes on Our Website or otherwise giving you notice. The revised Charges will apply to all Services provided after the effective date of the notice of change.
- 7.1.3 All Charges are stated exclusive of value added tax (VAT) or other applicable taxes. You will be responsible for paying VAT and other applicable taxes which will be included in our invoices at the applicable rate(s).
- 7.1.4 We will provide invoices for the Services and the Equipment monthly or as notified from time to time.
- 7.1.5 You will, subject to clause 7.1.8, pay invoices within fourteen (14) days of the date of the invoice or within seven (7) days in respect of your final invoice. All amounts due under the Contract shall be paid in full without any deduction or withholding. You are not entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.
- 7.1.6 Payments will be by Direct Debit only. For payments made by any other method we reserve the right to charge you a reasonable administration fee per payment.
- 7.1.7 If a direct debit is dishonoured or cancelled we will be entitled to pass on to you any administration fee which may include third party charges. We will also be entitled to charge you a monthly administration fee for each month in which your direct debit is dishonoured or not reinstated following cancellation. We may charge interest on all overdue amounts from time to time on a daily basis at a rate of 2% above the base rate of the Bank of England, to run from the due date of payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement in respect of the overdue amount.
- 7.1.8 If you wish to dispute an invoice you must contact Customer Services within three (3) months of the date of issue of the invoice providing us with (i) nature and reason for dispute, (ii) amount in dispute, (iii) any evidence to support the disputed amount otherwise all invoices will be deemed correct.
- 7.1.9 Where under the Contract a Service Credit or other sum of money becomes payable by us to you, we will be entitled to deduct that sum from Charges due from you to us or any of our Associate Companies whether under this Contract or any other agreement from time to time.
- 7.2 For Fixed Line Services, the VoIP Service and the Mobile Service, your invoice will include Charges for such calls, SMS messages and MMS messages as have been reported to us by the relevant Third Party Operator in respect of the period covered by the invoice by the date on which we prepare the invoice. From time to time, there may be a delay in the reporting of such calls, SMS messages and MMS messages to us, which may result in additional Charges for a previously invoiced period being included in a subsequent invoice. For this reason, you agree that no invoice can be taken to be a definitive record of the Charges for all calls, SMS messages and MMS messages placed within the period to which it relates and that the omission of Charges for a period from the invoice relating to that period shall not affect your liability to pay such Charges when included in a subsequent invoice. You agree to pay all Charges regardless of when they are invoiced.
- 7.3 In addition for Broadband Service, we will send to you within thirty (30) days of the Start Date, an invoice which will include a pro-rated charge for the remainder of the initial Billing Period in which your account is activated and the charge for the following Billing Period and, if applicable any costs for Equipment you have purchased. Thereafter we will prepare and send to you at the end of every Billing Period an invoice detailing the charge for the following Billing Period.

- 7.4 You agree that the details that you provide to us are true, accurate and complete. If you choose to manage your account online, it is a condition of the Contract that you provide us with a current e-mail address for billing purposes and that you maintain this address and advise us promptly of any changes to it. We will have no responsibility for e-mails that are sent by us and not delivered to you for any reason whatsoever. If you choose not to manage your account online, we reserve the right to charge you a reasonable administration fee per monthly paper bill that we send to you.

8. Credit Limit/Security Payment

- 8.1 We may perform a credit check on you at any time during the Term. We may at our sole discretion and at any time during the lifetime of the Contract impose a Credit Limit on your account. Any Credit Limit imposed can be amended without prior notice. If you exceed such Credit Limit (i) we may demand immediate payment of the Charges and/or suspend the Services; and (ii) you will still be responsible for all Charges incurred including those exceeding the Credit Limit.
- 8.2 We may at any time require you to provide us with a security deposit as a condition of providing (or continuing to provide) the Services to you. If at any time we require you to pay a security deposit, we may (i) suspend provision of the Service(s) until we receive payment of the security deposit. We may hold this deposit until you have paid all sums due to us from you under the Contract. If you owe us money, we may set off the deposit against any amount due to us. We will refund any deposit we are still holding on request upon termination of this Agreement or at our discretion after three (3) months of continuous on time bill payments. No interest is payable on any deposit held by us.

9. Changing the Contract

- 9.1 This clause 9 applies to all changes to the Contract, except changes to Charges which are dealt with in clause 7.1.2 above.
- 9.2 Subject to clause 9.1 above, we may vary these terms and conditions at any time by posting the changes on Our Website and, where reasonably practicable, giving you prior notice. We may do this if we have a valid reason, for example to reflect changing arrangements with any Third Party Operator or changing legal, regulatory or business requirements. If any variation of these terms and conditions is likely to cause material detriment to you: (i) we will also notify you of the variation in writing or, if you have provided us with your email address, by email; and (ii) you will have the right to terminate the Contract with immediate effect by giving us written notice. You agree that, if you continue to use any Services after any such variation(s), you will be bound by the terms and conditions as varied.

10. Ending the Contract

- 10.1 You may end this Contract or any individual Service:
- 10.1.1 by giving us thirty (30) days' notice, such notice not to expire before the end of the Committed Period or any Subsequent Contract Period;
- 10.1.2 on written notice if we are in material breach of this Contract or
- 10.1.3 on written notice pursuant to clause 9.2 if we change the Contract.

For the purposes of this clause 10.1 "material breach" means where there have been eight (8) Service Failures during any twelve (12) month period which result in us paying to you the maximum amount of Service Credits (to the extent that Service Credits apply in respect of the particular Service you are receiving).

- 10.2 We may end the Contract or any Service with immediate effect by notice in writing if:
- 10.2.1 you fail to pay any sums due to us within fourteen (14) days of receiving written notice from us indicating the sums due and demanding payment;
- 10.2.2 you are in material breach of the Contract which breach is capable of remedy and fail to remedy that breach within thirty (30) days of receiving the notice specifying breach;
- 10.2.3 you are in material breach of the Contract and that breach cannot be remedied;
- 10.2.4 you commit persistent breaches of the Contract;
- 10.2.5 you have any Authorisation under which you have the right to run your communication system and connect it to our system removed, revoked or amended;
- 10.2.6 (if applicable) you have a bankruptcy order made against you, you are convicted of any criminal offence, or (if applicable) you make any voluntary arrangements with your creditors or become subject to an administrative order or go into liquidation, whether voluntary or compulsory (other than for the purposes of reconstruction or amalgamation), or an encumbrancer takes possession of or a receiver is appointed in respect of any of your assets;
- 10.2.7 you do or you allow to be done, anything which in our reasonable opinion will or may have the effect of impairing the operation of a particular Service;
- 10.2.8 you have or propose a Change of Control;
- 10.2.9 if any licence to operate or use the Network under the Legislation is revoked or terminated for any reason;
- 10.2.10 if the operation of the Network is terminated or if the provision of the Mobile Service to us is discontinued for any reason;
- 10.2.11 if we have reason to believe that information supplied to us by you is false or misleading;
- 10.2.12 if at any time BT ceases to provide services to us such that we are unable to continue to provide any Service to you;
- 10.2.13 we cease to be Authorised or if our Authorisation is revoked or modified in any way which has a material impact on our ability to provide the Services or any of them or if we are prohibited from providing or restricted in our entitlement to provide the whole or any part of the Services;
- 10.2.14 if you raise a fault and for reasons beyond our control we are unable to rectify this fault within a reasonable time.
- 10.3 For the purposes of this clause 10.2.2 "material breach" will include any failure by you to pay the Charges (which is not remediable) and any failure to comply with your obligations under this Agreement.
- 10.4 **Broadband Service Cease Charge:** As a condition of the Broadband Service, you agree that when you end the Broadband Service you will pay a Broadband Service Cease Charge. You will not have to pay this charge in the event you are moving premises within the UK and we are unable to provide the Broadband Service at the new UK address.

11. Ending the Contract without Cause

- 11.1 In addition to our rights under this Contract we may terminate this Contract for any reason by giving you thirty (30) days' notice in writing such notice to expire on or at any time after the Committed Period.
- 11.2 If you end your Contract or any part of it in accordance with Legislation as set out in the Code of Practice, you must notify us and return at your own cost any Equipment unused and in the original packaging and if you do not, you will be responsible for all Charges incurred, the replacement cost of any Equipment and any enforcement costs (including legal fees).

12. Consequences of Ending the Contract

- 12.1 **Early Termination Charge:** Subject to your rights under clause 11.2 in the event that either you seek to end the Contract or a Connection under clause 10.1.1, or if we seek to end the Contract or a Connection under clauses 10.2.1-10.2.4, 10.2.6, 10.2.7- 10.2.8, 10.2.11 before the end of the Committed Period or during a Subsequent Contract Period and notwithstanding any other remedy under the Contract or at law we reserve the right to charge you the Early Termination Charges to your final invoice.
- 12.2 You agree that the Early Termination Charges are a fair assessment of the losses and damage that we will suffer as a result of your early termination.
- 12.3 You may terminate your licence to use the Domain Name by giving us thirty (30) days' notice, such notice not to expire before the end of a Domain Period.
- 12.4 Upon termination of the Contract (or any part) any e-mail, data, e-mail addresses and any other features provided as part of the Services will be deleted and we will have no liability to you for this nor will we be able to retrieve this data for you. Under no circumstances will we have any liability for any Equipment purchased by you. You are solely responsible for safeguarding your data by taking backup copies, maintaining a disaster recovery process and through any other means you believe appropriate.
- 12.5 Where you cancel a Service or the Contract as a result of changes made to the Contract or to the Services by us in accordance with clause 9, and where the changes have a material adverse effect on the relevant Services, you will not be liable for any additional charges arising as a direct result of such cancellation, but you will remain liable to pay any Charges due and payable.
- 12.6 If you are a Line Rental Service customer and you elect at any time to use another provider for some or all of your calls we may at our sole discretion and without prejudice to any other remedy under the Contract decide to (i) bar your use of indirect access codes, (ii) charge you a higher fee for your use of the Line Rental Service or (iii) disconnect the Line Rental Service or any part thereof.
- 12.7 In addition to our rights under clause 10, in the event that rental of your telephone line is terminated by BT or, where applicable, any other non-cable network or you change the services on your line such that the Broadband Service is unable to operate normally, the Broadband Service will automatically terminate and you will be liable to us for the Early Termination Charges.
- 12.8 On termination of the Contract:
- 12.8.1 each party will return to the other party or destroy upon request any confidential information which it has in its possession;
- 12.8.2 we will arrange for disconnection of the Equipment and the SIM Card from the Network (if applicable);
- 12.8.3 all outstanding Charges and other sums due to us will be paid by you immediately.
- 12.9 Termination of the Contract howsoever arising will be without prejudice to the rights, duties and liabilities of the parties accrued prior to termination. Those clauses in the Contract which are intended (expressly or by implication) to have effect after termination will remain binding on the parties notwithstanding termination.

12.10 If you choose to cancel under clause 11.2 or otherwise (other than for our breach) you must return any Equipment to us within fourteen (14) days of such notice to terminate. If you fail to do so or wish to retain it, you may be charged the standard charge for that Equipment.

13. Our Rights to Suspend the Services

- 13.1 We may suspend the provision of any Services (and in the case of Mobile Service and at our discretion procure disconnection of the SIM Card from the Network) without prejudice to your liability to continue to pay the Monthly Charges without compensation if:
- 13.1.1 you fail to meet any of your obligations under the Contract;
 - 13.1.2 technical limitations exist or arise which make the provision of the Services impossible or materially limit the functionality or performance of the Services;
 - 13.1.3 necessary for operational reasons such as repairs, upgrades to the Services or regular or emergency maintenance;
 - 13.1.4 we are obliged to comply with any contract, instruction or request of a competent governmental regulatory or other authority;
 - 13.1.5 if and to the extent that in our opinion your conduct is likely to result in the breach of any law or is otherwise prejudicial to our interests;
 - 13.1.6 if the Credit Limit for the Contract is exceeded;
 - 13.1.7 if you allow to be done anything which in our reasonable opinion may have the effect of impairing the operation of the Services;
 - 13.1.8 during any period in which access to the Network is denied or restricted to us by the Third Party Operator;
 - 13.1.9 if we become aware or reasonably suspect or believe that the Equipment or SIM Card is being used for any fraudulent purpose;
 - 13.1.10 in the event of notification of loss or theft of the Equipment or SIM Card;
 - 13.1.11 if we become aware or reasonably suspect or believe that the Equipment or SIM Card have been reverse engineered, decompiled or modified;
 - 13.1.12 at the request of your representative appearing to us to have authority to make such request;
 - 13.1.13 if we have reasonable cause to believe that you and any third party is acting in breach of the Acceptable Use Limit or the fair use policy on Our Website;
 - 13.1.14 we have a right to terminate the Contract; or
 - 13.1.15 your direct debit is dishonoured or cancelled for any reason.
- 13.2 If we in our sole discretion reinstate the Services following suspension you may be liable for an administration fee if suspension is due to your default.
- 13.3 We will, where practical, give you notice of our intention to suspend the Services and, in relation to suspension for the reasons stated in clauses 13.1.2 to 13.1.5 above, will restore the Services as soon as we are reasonably able to do so. If we exercise our right to suspend the Services this will not restrict our rights to terminate the Contract.
- 13.4 If we exercise the right to suspend the Service this will not affect our right to terminate the Contract under clause 10.

14. Events Outside Our Reasonable Control

Neither party will be liable to the other for any delay in performing or failure to perform any of its obligations under the Contract (other than the obligation to pay the Charges) which occurs as a result of circumstances beyond a party's reasonable control. For the avoidance of doubt, circumstances beyond our reasonable control include but are not limited to act of God, theft, war or riot, civil disobedience, national emergency, strikes and other labour disputes (other than those involving that party's personnel), fire, flood, act of terrorism, power failures, failures of technology, failure of third party suppliers, non-availability of any third party communication services, breakdown of any equipment not supplied by us or acts of government or other competent authority.

15. Confidentiality

- 15.1 Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party as a result of the Contract. Both parties agree that any confidential information received from the other party will only be used for the purposes of providing or receiving Services. These restrictions will not apply to any information which:
- 15.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this clause 15; or
 - 15.1.2 is acquired from a third party who owes no obligation of confidence in respect of the information; or
 - 15.1.3 is or has been independently developed by the recipient.
- 15.2 Notwithstanding clause 15.1, either party will be entitled to disclose the confidential information of the other party to its Associates, a third party to the extent that this is required by any court of competent jurisdiction or by a governmental or regulatory authority, or where there is a legal right, duty or requirement (other than a contractual requirement or duty) to disclose such confidential information.

16. Our Liability to You

- 16.1 If you receive faulty Equipment within twenty-eight (28) calendar days (the "Warranty Period") we will at no additional cost to you provide a "like for like" replacement provided that you return the faulty Equipment to us by registered post or special delivery, within fourteen (14) days of redelivery of the replacement Equipment. If you fail to so return the faulty Equipment to us, we reserve the right to charge you the full cost for the replacement Equipment. If the exact same Equipment is not in stock, then we will provide you with a substantially similar product. We will have no liability under any this warranty if any Charges are due from you under the Contract. If a claim is made outside the Warranty Period, we may at our sole discretion replace or repair the Equipment subject to your payment of a standard charge.
- 16.2 If you return Equipment to us in accordance with clause 16.1 and have either failed to take reasonable care of the Equipment while it remained in your possession or fail to return all the relevant cables and appropriate ancillary equipment or software supplied to you with the Equipment, we will be entitled to debit your account (using the details that you provided to us) for the full replacement cost of such Equipment. We will not replace any Equipment that becomes faulty as a result of any damage caused to it through your negligence or wilful default and in such circumstances, you will be responsible for the cost of any replacement supplied by us.
- 16.3 Other than as set out above, we will be under no other obligation to exchange, repair or replace the Equipment or provide any refunds. You accept that you are solely responsible for backing up any important data stored on the Equipment prior to the commencement of any repairs and you hereby acknowledge that any such data may be lost during the repair and will be lost if the Equipment is exchanged. We are not liable for this.
- 16.4 In respect of any Equipment, no liability is accepted under any warranty or for any defect resulting from the following: fair wear and tear; rain, water or other liquid damage; accidental or wilful damage; negligence; abnormal working conditions; failure to follow the manufacturer's instructions (whether oral or in writing); or misuse or alteration or repair of the Equipment without the manufacturer's approval.
- 16.5 We accept liability without limit for death or personal injury arising from our own negligence or for any fraudulent pre-contractual misrepresentation on which you can be shown to have relied or for any liability which cannot be excluded or limited by law.
- 16.6 Our liability to pay any Service Credits in accordance with clause 4 will be the maximum extent of our liability and your sole remedy for any Service Failures or in respect of Equipment warranty claims outside the Warranty Period.
- 16.7 Nothing in this agreement limits or excludes our liability:
- 16.7.1 for death or personal injury resulting from negligence; or
 - 16.7.2 for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us; or
 - 16.7.3 for any liability incurred by you as a result of any breach by us of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.
- 16.8 Subject to clauses 16.7 and 16.9:
- 16.8.1 we shall not be liable for:
 - (a) loss of profits; or
 - (b) loss of business; or
 - (c) depletion of goodwill and/or similar losses; or
 - (d) loss of anticipated savings; or
 - (e) loss of goods; or
 - (f) loss of contract; or
 - (g) loss of use; or
 - (h) loss of corruption of data or information; or
 - (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - 16.8.2 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall be limited to the total amount paid or payable by you under the Contract during the 12 months preceding the event giving rise to such liability, up to a maximum of £10,000. Service Credits paid or credited by us to you will be taken into account for the purposes of calculating the limitation amounts set out in this clause 16.8.
- 16.9 We are not liable to you in contract or tort (including negligence) for any acts or omissions, negligence or default of you or any party other than us, including other providers of communications, computers or other equipment and/or hardware or services including internet services.

- 16.10 Each provision of the Contract excluding or limiting our liability operates separately. If any provision of the Contract is held to be invalid in whole or part such provision will be deemed not to form a part of the Contract. In any event the enforceability of the remainder of the Contract will not be affected.
- 16.11 In respect of the Services and the Equipment you agree that you are solely responsible for the use of the Services and the Equipment and all content, information, data and results obtained from using the Services or the Equipment and that all warranties, terms and conditions, guarantees, undertakings, representations, or any other conditions or guarantees whether express or implied by law, custom or otherwise are excluded to the extent permissible by law.

17. Use and Disclosure of Your Personal Information

- 17.1 **We will use your personal information only as set out in our Privacy Policy (which is available on our website or by calling Customer Services) and the clause below. Please take the time to read our Privacy Policy, as it includes important terms that apply to you.**
- 17.2 You agree that we may use traffic data and personal information about you (if you are an individual), you and your partners (if you are a partnership) or your officers and employees (if you are a limited company or other body corporate) in accordance with our Privacy Policy, as amended from time to time.

18. Security and Backup Services

- 18.1 You are responsible for the security of your use of the Services including, but not limited to, protecting all passwords, backing-up all data, employing appropriate security devices, including virus checking software, and having disaster recovery processes in place.
- 18.2 Where you are or become aware of any matters which you know or ought reasonably to be expected to know constitute a threat to the security of the Services you will immediately advise us of such matters.

19. Third Party Rights

A third party which is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Contract.

20. Assigning the Contract

- 20.1 We may assign, sub-contract or otherwise transfer the Contract or any part of it to any third party in our absolute discretion.
- 20.2 You may not assign, sub-licence or otherwise transfer the Contract or any of your rights or obligations arising under it without our written consent.
- 20.3 The Contract may be administered in whole or part by any Associate of ours.

21. Entire Contract

The Contract sets out the whole agreement between you and us for the provision of the Services and the Equipment and supersedes all prior arrangements, understandings and agreements between you and us relating to the subject matter of the Contract.

22. Notices

- 22.1 Notices must be in writing and will be served by hand delivering it or sending it by pre-paid first class post, or registered post, or prepaid recorded delivery or prepaid international recorded airmail addressed to the other party at the address shown on the contract application or any other address as may be notified or fax to the number notified by each party to the other or e-mail to the address notified by each party to the other.
- 22.2 Any such notice will be deemed to have been received:
- 22.2.1 if hand delivered or sent by prepaid recorded or registered post or international recorded airmail at the time of delivery;
- 22.2.2 if sent by post (other than by recorded or registered post) two (2) days from the date of posting;
- 22.2.3 if sent by airmail (other than prepaid recorded airmail) five (5) days from the date of posting;
- 22.2.4 in the case of fax, at the time of receiving a successful transmission report.
- 22.3 Notices to Connect it must be sent to: Head of Customer Experience, Connect it Communications Ltd, Innovation Centre Medway, Maidstone Road, Chatham, Kent, ME5 9FD Fax: 08453 402 470 email: info@connect-it.co

23. Waiver

The failure or delay by us in exercising any of our rights, powers or remedies under the Contract will not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by us of any right, power or remedy under the Contract will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy. Any waiver of a breach of, or default under, any of the terms of the Contract will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

24. Enforceability

If any particular clause of the Contract will be or be held to be invalid or unenforceable by any court or other competent body or authority, the enforceability of any other clauses in the Contract will not be affected and they will continue in full force and effect.

25. Resolving Complaints or Disputes

- 25.1 If you have a complaint or query regarding any aspect of the Services including your invoice, please contact us by contacting our Customer Services team between the hours of 8:30 am and 6pm Monday to Friday (excluding bank holidays in England) on 03456 885 122 or by writing to us at Connect it Communications Ltd, Innovation Centre Medway, Maidstone Road, Chatham, Kent ME5 9FD. Please include both your telephone and customer account numbers in any correspondence.
- 25.2 If you are not happy with our response to any complaint or query that you make, you may refer your complaint to the Telecoms Ombudsman at www.ombudsman-services.org/communications or on 0330 440 1614.

26. Bringing a Claim

You must bring any legal proceedings against us arising from this Contract within twelve (12) calendar months from the date you first became aware or ought reasonably to have become aware of the facts giving rise to the liability or alleged liability or within the relevant statutory limitation period, whichever is the earlier.

27. Law

- 27.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 27.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).