

## **Broadband Terms and Conditions**

November 2005

Elite Limited, Internet House, 33 Kingston Crescent, Portsmouth. PO2 8AA

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Registered in England, UK. Number 03759064

## Broadband Terms and Conditions

### Our contract with you:

1. The service - The service gives you high-speed network access to the internet and will be provided to you at the premises we agree with you (your premises).
2. Length of Contract – This contract is for a minimum period of 1 year from date of install.

### Providing the service to you:

3. Before we can be certain that we can provide you with the service, we and/or BT will need to do the following: (a) successfully complete a line test and survey; and (b) if applicable, successfully install the equipment needed for you to use the service; and c) successfully activate the service. If we cannot provide you with the service because one of the above cannot be successfully completed we will notify you as soon as possible.
4. If any equipment needs to be installed at your premises we and/or BT may give you some advice on preparing your premises. As a minimum, you will need to provide a suitable location for equipment that is to be installed for you.
5. If we and/or BT need to access or put our equipment on someone else's premises in order to provide you with the service you will need to make any necessary arrangements
6. When equipment is being installed at your premises the normal expectation is that you will be likely to lose your telephone service for between a few minutes and two hours. This is because your existing connection needs to be replaced to allow you to access the service. If we and/or BT are installing the equipment, we and/or BT will try and make any loss of service as brief as possible.
7. If we and/or BT damage your premises during installation (or removal) of our equipment because of our negligence, we will cover the reasonable costs of any work that is needed to restore your premises to their original condition before the damage happened. In all other cases, restoration is your responsibility.
8. Although we will use our reasonable efforts to install or activate the service by the date that we agree with you, all dates are estimates and we cannot guarantee that we will meet them.
9. Title in any equipment we install or provide to you remains with us unless you have paid us for any such equipment in which case title passes to you on our receipt of such payment. We cannot support any equipment not supplied by us.
10. We will issue you with a set of usernames and passwords. These are essential for your secure use of the service so you must ensure that they are kept confidential, secure and are used in accordance with all relevant instructions. To ensure that the service remains secure, you must not change or attempt to change a username.
11. If we think there is likely to be a breach of security or misuse of the service we may: (a) change your password and then we will notify you that we have done this; and/or (b) suspend username and password access to the service.
12. If you think that any username or password has become known by someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, you need to inform us immediately.
13. If any of the information you give to us when you sign up for the service changes, including any changes to your payment details, you must inform us immediately
14. We and/or BT may need to temporarily suspend the service for operational reasons (e.g. for repairs, planned maintenance or upgrades), but before we do we will endeavour to give you as much notice as we can. We will restore the service as soon as possible after any suspension.
15. We may have to alter code or access numbers or technical specification associated with the service for operational reasons, and where we need to tell you about this we will give you as much notice as we can. The technical specification will only be changed where this will not materially affect the performance of the service.

16. Repairing faults in the service. Although we attempt to provide you with the best possible service, we cannot guarantee that the service will never be faulty. However, we will correct all reported faults as soon as we reasonably can.
17. We will begin charging you for the service on the date that the service is activated and available for you to use. Install and first month's payment are due prior to activation of the service. Further payments are due monthly in advance.
18. You acknowledge that you may be subject to our credit management procedures and that we may, at any time, require you to pay a deposit or provide a guarantee as security for payment of future bills.
19. You must take all reasonable precautions to ensure that no one (including you) uses the service:
  - (a) fraudulently or in connection with a criminal offence; to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
  - (b) to cause annoyance, inconvenience or needless anxiety;
  - (c) to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
  - (d) in any way which in our opinion is, or is likely to be, detrimental to the provision of the service to you or any of our customers;
  - (e) in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our and/or BT Acceptable Use Policies located at [www.abuse-guidance.com](http://www.abuse-guidance.com) as may be amended from time to time;

or

  - (f) in a way that does not comply with any instructions that we have given you;
20. Your use of the Internet The service allows you to access the Internet. The Internet is separate from the service and use of the Internet is at your own risk and subject to any applicable laws. We have no responsibility for any goods, services, information, software, or other materials you obtain when using the Internet.
21. We have no liability (whether in negligence or otherwise) for any indirect or consequential loss, or for any loss of opportunity, goodwill, reputation, business, revenue, profit, or savings you expected to make, wasted expenditure or data being lost or corrupted.
22. We do not have any liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunication goods or services or for faults in or failures of their networks and equipment.

### **Contract Terms:**

This contract is taken for a minimum of 1 year, after which time you may give 28 Days notice in writing.

### **Termination of this Contract**

Either Party can end this contract:

1. After a minimum term of 1 year in writing to the following address:

Elite Limited  
Internet House  
33 Kingston Crescent  
Portsmouth  
Hampshire  
PO2 8AA

You are responsible for ensuring that such Notice has been received at the above office.  
(After the minimum period of contract 28 days notice in writing must be given by the User to terminate the service.)

OR if either party

2. commits a material breach of this contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so;
3. commits a material breach of this contract which cannot be remedied;
4. is repeatedly in breach of this contract;
5. is the subject of bankruptcy or insolvency proceedings, or an arrangement with creditors is made, or a receiver or administrator is appointed over any of their assets, or they go into liquidation.

### **Suspension Of Service**

1. Instead of terminating the service under any of the above we can choose to suspend the service. If we do this we can still end this contract at a later date. If we decide to suspend the service, a password or username (for any reason), we will restore it (if neither have ended this contract) when you satisfy us that you will only use the service as we have agreed.
2. If we decide to suspend the service under paragraph 1 above, this contract will continue during the period of suspension and you will have to pay all relevant charges

### **Payment Terms**

Payment for install and monthly rental charges are due in advance. Recurring monthly rental charges must be made by either Credit Card or Standing Order - \* please see forms enclosed.

### **General Points**

1. We may change this contract, including our charges, at any time. We will give you at least 28 days notice of any changes before they take effect.
2. Neither party can transfer this contract with the exception; Elite Limited can transfer all or part of it to a company that is a subsidiary or holding company of it, or a subsidiary of that holding company (all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989).
  - a) The Company will make reasonable best endeavours to give prompt and continuing service. The Company specifically excludes any warranty as to accuracy of information received through a connection to the internet and world wide web, and denies all legal responsibility in all areas should illegal, libellous or obscene material, malicious virus attacks, all virus activity passed on or sourced by the Customer or his agent via the Company's internet service or from email sent to the customer from the Company.

### **Security**

You must not share your username or password. Your passwords are your responsibility, and must not be disclosed to any third party. This is also important for your own protection.

### **What Action Will Elite Take?**

Compliance with these Terms and Conditions is a contractual requirement. If you fail to do so, your service may be suspended or terminated. Customers who engage in abusive behaviour will be notified that their behaviour is unacceptable and may have their accounts suspended or terminated. If we find out that you are using our service for illegal purposes, we may involve the relevant E-crimes and Investigations teams and we may ultimately notify the police. If we receive a Court Order requesting us to reveal your identity to someone complaining that you have used this service abusively, we will do so.

### **Account Restoration**

A suspended account may be restored, at our discretion, upon receipt of a written undertaking by the abuser not to commit any future "abuse". However, we will consider all cases on their individual merits.

E. & O.E.

Terms and Conditions are subject to change at any time.

I hereby agree to the above Terms and Conditions.

Signed: ..... Print Name: .....

Date: .....

Company: .....

Address: .....

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