

## **Standard Terms & Conditions for Broadband**

### **1. DEFINITIONS**

**Account:** means the record of all Charges due from a Customer.

**Agreement:** means the contract made between the Supplier and the Customer upon these Terms and Conditions and the details set out in the Customer Service Agreement and its attachments.

**Affiliate of a Party:** means in relation to a Party (i) any entity under the control of such a party; and (ii) any entity controlling such a Party; and (iii) any other entity under the control of a controlling entity under paragraph (ii).

**Bearer Upgrade:** means an increase to the circuit speed of a Customer's Service.

**Charges:** means any or all of the charges and fees payable by the Customer for the Service pursuant to this Agreement

**Circuit Cessation Charge:** means the fee paid by the Customer for the cancellation of an MPF circuit.

**Confidential Information:** means any information, whether communicated orally or in documentary or other form, which relates to the business of the Supplier including, without limitation, any information relating to products, customers, pricing, policies, methods, business plans and strategies, technical processes and financial affairs, in all cases whether expressly stated to be confidential or not.

**Customer:** means any business, individual, association or any other body using the Service by agreement with the Company.

**Content:** means information made available, displayed or transmitted in connection with the Service (including without limitation, information made available by means of an HTML "hyperlink", third party posting or similar means) including all trademarks, service marks and domain names contained in such information, as well as the contents of any bulletin boards or chat forums, & all upgrades, updates, modifications & other versions of any of the foregoing.

**Customer Service Agreement:** means the form, signed by the Customer requesting the Service and agreeing to these Terms and Conditions.

**Data:** means information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form

**Fee or Fees:** mean fees for Broadband products and/or services supplied to the Customer.

**Initial Connection:** means the time and date when the Services are first made available to the Customer.

**Internet:** means the global data network comprising interconnected networks using the TCP/IP protocol suite.

**Minimum Period:** means twenty-four (24) months or as stated on the Service Order Agreement from the date of commencement of the Agreement.

**MPF:** means Metallic Path Facilities – a type of Broadband service.

**Ofcom:** means the Office of Communications or any similar office that may be appointed in addition or in substitution for it.

**Operational Service Date:** means the date when the Service is first made available to the Customer at a Site, or when a Customer first uses the Service, whichever is the earlier.

**Operator:** means the provider of access to the Telecommunications Network.

**Order:** means a Customer's order for services made manually on a Customer Order Form or any request for services via e-mail or the internet.

**Party:** means either Supplier or the Customer;

**Parties:** means both Supplier and the Customer.

**Service:** means the service or, where appropriate part of the service.

**Site:** means a place at which the Supplier agrees to provide the Service.

**Software:** means any software provided by the Supplier to enable the Customer to access or use the Service.

**Supplier:** means Team Partners Telecommunications Ltd. Whose registered office is at: 240-248 West Street, Bristol, BS3 3NE Company number 06256585. VAT No. 908 642 316.

**Supplied Equipment:** means equipment placed on a Site for the provision of the Service.

**System Administrator:** means a person named by the Customer to be the point of contact with the Supplier for matters relating to the provision of the Service.

**Third Party Information:** means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of the Customer, published or otherwise made available by the Customer by using the Service.

**URL:** means a uniform resource locator, which is the full address for a website on the World Wide Web.

**User:** means anyone who is properly permitted by the Customer to use or access the Service purchased by the Customer.

**Working Day:** means Monday to Friday, excluding UK Bank and Public Holidays.

**Working Hours:** means 0900hrs to 1730hrs, Monday to Friday, excluding UK Bank and Public Holidays.

## **2. COMMENCEMENT AND DURATION OF THIS CONTRACT**

- 2.1. This Contract begins on the date that the Order Form is signed by both parties and will continue for the Minimum Period until and unless terminated in accordance with this Contract.

## **3. PROVISION OF SERVICES**

- 3.1. The Supplier will:
  - 3.1.1. Provide the Customer with the Service on the terms of this Contract;
  - 3.1.2. Use reasonable endeavours to provide the Service by the date agreed with the Customer but all dates are estimates and Supplier has no liability for any failure to meet any date and
  - 3.1.3. Provide the Service with the reasonable skill and care of a competent telecommunications service provider.
  - 3.1.4. Supplier will repair faults as quickly as possible. While we aim to respond to and resolve all faults within 24 hours, we cannot guarantee a resolution time.
- 3.2. Occasionally the Supplier may:
  - 3.2.1. For operational reasons change the technical specification of the Service and/or the codes or numbers used by Supplier for the provision of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;
  - 3.2.2. Give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by the Supplier to the customer or any other customer; or
  - 3.2.3. Temporarily suspend the Service because of an emergency or to undertake maintenance or to implement improvements. The Supplier will use reasonable endeavours to keep the periods of temporary suspension to a minimum and will restore Service as soon as possible.Before doing any of these things, the Supplier will give the customer as much notice as possible in accordance with Clause 20 of this contract.
- 3.3. With the exception of the Supplied Equipment and the Software, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service.

## **4. SUPPLIED EQUIPMENT**

- 4.1. Where the Supplier needs to supply & install equipment at a site to enable the Supplier to provide the Service the Customer will prior to installation:
  - 4.1.1. Prepare the site in accordance with the Supplier's reasonable instructions, if any;
  - 4.1.2. make available a suitable place and conditions for the supplied equipment; and
  - 4.1.3. Provide at no charge to the Supplier sufficient electricity to power the supplied equipment.After installation is completed it is the Customer's responsibility to restore the condition of the site, including any re-decorating that may be required.
- 4.2. The Customer is responsible for the Supplied Equipment and must not add to, modify or in any way interfere with the Equipment, nor allow anyone else (other than someone authorised by the Supplier) to do so. The Customer will be liable to the Supplier for any loss of or damage to the Supplied Equipment, except where such loss or damage is due to fair wear and tear or is caused by the Supplier, or anyone acting on the Supplier's behalf.

## **5. CONNECTION OF EQUIPMENT TO THE SERVICE**

- 5.1. The Customer must ensure that any equipment connected to or used with the Service is connected and used in accordance with any applicable instructions, safety or security procedures.
- 5.2. The Customer must ensure that any equipment, which is attached (directly or indirectly) to the Service, is technically compatible with the Service and approved for that purpose under any relevant legislation.

## **6. ACCESS AND SITE REGULATIONS**

- 6.1. To enable the Supplier to carry out its obligations under this Contract the Customer will provide the Supplier employees, and anyone acting on the Supplier's behalf, who produces a valid identity card, with access to any Site or any other premises outside the Supplier's control at all reasonable times. The Supplier or any one acting on behalf of the Supplier, will normally only require access during its Working Hours but may, on reasonable notice, require the Customer to provide access at other times. The Supplier may agree to work outside its Working Hours, but the Customer must pay the Supplier's additional charges for doing so.

- 6.2. The Supplier employees and anyone acting on the Supplier's behalf will observe the Customer's reasonable Site regulations (or regulations pertaining to the relevant premises) as previously advised in writing to the Supplier. In the event of any conflict between the Site (or relevant premises) regulations and this Contract, this Contract will prevail.
- 6.3. The Supplier and the Customer will meet each other's reasonable requirements for the safety of people on any Site (or relevant premises).

## **7. USE OF THIS SERVICE**

- 7.1. The Customer may use the Service for its own purposes. Provided that:
  - 7.1.1. The Customer complies with the terms of any communications legislation;
  - 7.1.2. The Customer or any User does not use the Service to send any communication which is illegal including 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; and
  - 7.1.3. The Customer shall remain responsible for any access and use of the Service by its Users, all charges incurred and compliance with all terms and conditions by its Users under this Contract.
- 7.2. So far as may be permitted by relevant law or regulation, it is agreed that Supplier will have no liability and the Customer will make no claim in respect of any matter arising from any use of the Service which is contrary to the provisions of clause 7.1 and/or the Supplier's specific instructions, such instructions to be provided in writing under the notice provisions of clause 19.
- 7.3. Except as may be otherwise specifically provided under this Contract, the obligations and responsibilities of the Supplier under this Contract are solely to the Customer and not to any third party, including any other User. To the extent permitted by law, and subject to the limitations of liability in clause 13, the Customer will indemnify the Supplier against any liabilities or costs arising from any and all claims by any third party in connection with the use of the Service.
- 7.4. We provide business grade broadband and as such Peer-to-Peer (P2P) traffic is banned. If you require P2P capability this can be arranged. Additional charges will apply.

## **8. INTERNET**

- 8.1. The Service enables access to the Internet. The Internet is separate from the Service and use of the Internet is solely at the Customer's risk and subject to all applicable laws. The Supplier has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.

## **9. INTELLECTUAL PROPERTY**

- 9.1. Ownership of and all intellectual property rights in any Supplied Equipment, software, operating manuals and associated documentation, made available as part of the Service or otherwise generated by or for the Supplier in connection with this Contract, shall remain the property of the Supplier or its licensors. The Supplier will grant the Customer a personal, non-transferable and non-exclusive license to use and to permit its Users to use, in object code form, the Software and associated written and electronic documentation and data furnished by the Supplier pursuant to this Contract, solely as necessary for receipt of the Service and solely in accordance with this Contract and the applicable written and electronic documentation. The term of any license granted by the Supplier pursuant to this clause 9.1 is co-terminus with the Minimum Period for the Service with which the Software is associated.
- 9.2. The Customer must not, without Supplier's prior written consent, copy or download the Software and must promptly return all tangible material relating to the Software to the Supplier following termination of the Service or this Contract whichever takes place earliest, unless required under applicable law and/or regulation and unless the tangible material relating to the Software is required for the provision of the Service which is still being provided to the Customer at the time of termination of the Contract. The Customer must not take any steps to modify the Software, or reverse assemble, reverse compile (except as permitted by applicable law) or otherwise derive a source code version of the Software. The Software is and will remain the sole and exclusive property of the Supplier or its supplier.

## 10. INTELLECTUAL PROPERTY INDEMNITIES

- 10.1. The Supplier will defend, indemnify and hold the Customer harmless against all claims and proceedings arising from alleged infringement of any third party's intellectual property rights by reason of the Supplier's provision of the Service. As a condition of this indemnity the Customer must:
  - 10.1.1. Notify the Supplier promptly in writing of any allegation of infringement;
  - 10.1.2. Make no admission relating to infringement;
  - 10.1.3. Allow the Supplier to conduct all negotiations and proceedings and give the Supplier all reasonable assistance in doing so (The Supplier will pay the Customer's reasonable expenses for such assistance); and
  - 10.1.4. Allow the Supplier to modify or replace the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification or replacement does not materially affect the performance of the Service.
- 10.2. If the Service becomes, or the Supplier believes it is likely to become, the subject of an allegation or claim for infringement of any intellectual property rights as referred to in clause 10.1, the Supplier, at its option and expense, may secure for the Customer a right of continued use or modify or replace the Service, as set forth in clause 10.1(d), so that it is no longer infringing. If neither of those remedies is available to the Supplier on reasonable terms, Supplier may so notify the Customer and terminate such infringing Service without penalty to either Party.
- 10.3. The indemnity and remedies in clauses 10.1 and 10.2 are the exclusive remedies for claims of infringement and do not apply to claims for infringements related to the Customer's or User's Content in connection with the Service, the use of the Service in conjunction with other equipment, software or services not supplied by the Supplier or to infringements occasioned by work done by the Supplier in accordance with directions or specifications given by the Customer or designs made by, or on behalf of, the Customer, including any part of the Service designed to the Customer's specifications. The Customer will indemnify and hold the Supplier harmless against all claims, proceedings and expenses arising from such infringements and will immediately cease any activity which gives rise to the alleged infringement.
- 10.4. The limitations and exclusions of liability contained in clause 13, do not apply to this clause 10.

## 11. CONFIDENTIALITY

- 11.1. The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Contract and will not disclose that information to any person (other than their employees or professional advisers, or in the case of the Supplier the employees of the Supplier who need to know the information) without the written consent of the other party.
- 11.2. This clause 11 will not apply to:
  - 11.2.1. Any information, which has been, published other than through a breach of this Contract;
  - 11.2.2. Information lawfully in the possession of the recipient before the disclosure under this Contract took place;
  - 11.2.3. Information obtained from a third party who is free to disclose it; and
  - 11.2.4. Information which a party is requested to disclose and if it did not could be required by law to do so. The disclosing party shall notify the other in writing of such disclosure.
- 11.3. This clause 11 will remain in effect for 2 years after the termination of this contract.

## 12. CHARGES AND PAYMENT

- 12.1. Charges may be payable upon invoice or prior to the initial connection by direct debit.
- 12.2. If charges are ascertainable in advance they may be invoiced in advance. In respect of unascertainable future charges, the supplier may require a reasonable security deposit. Invoices can be monthly, quarterly or annually.
- 12.3. The supplier requires the customer to pay by direct debit. In the event that the customer is unwilling or unable to pay by the chosen automated means or such automated means are not set up or fail for any reason an additional £39 administration charge shall be levied for each invoice.
- 12.4. Invoices are payable within 14 days of their date. If a direct debit instruction is cancelled by the customer and collection is not made all services will be disconnected without notice. A reconnection fee will apply upon receipt of all outstanding invoices.
- 12.5. Overdue payments shall be subject to a fixed sum penalty or interest at an annual rate equal to the statutory interest rate chargeable under the Late Payment of Commercial Debts (Interest) Act 1998 both before and after judgement.
- 12.6. Charges are exclusive of Value Added Tax.

- 12.7. The supplier shall in respect of each service be entitled to review and vary from time to time the Charges and introduce new charges.
- 12.8. TPT will regularly review the Charges in consultation with the Client. If TPT'S costs of providing the Services increase as a result of any changes in legislation or regulations applying to the performance of the Services or increased taxation or increases in the charges of any relevant Service Provider, TPT may increase the Charges to reasonably reflect the increase in the cost of providing the Service(s) by giving not less than thirty (30) days' prior written notice to the Client, such notice to identify the amount of the increase in the Charges.
- 12.9. Charges may also be imposed in the following circumstances brought about by a customer request:-
  - 12.9.1. Change of service.
- 12.10. The Supplier reserves the right to seek to recover from the Customer all costs and expenses (including legal costs) incurred in the collection of any overdue amount, especially when assigned to the Suppliers contracted debt collectors.

### **13. LIMITATION OF LIABILITY**

- 13.1. Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.
- 13.2. Subject to clause 13.1, neither Party shall be liable to the other or to any third party, (whether in contract, tort, under statute or otherwise (including in each case negligence) for any of the following types of loss or damage arising under or in relation to this Contract or any part of it:
  - 13.2.1. Any loss of profits, business contracts, anticipated savings, goodwill, or revenue, and/or
  - 13.2.2. Any loss or corruption or destruction of data; and/or
  - 13.2.3. Any special, indirect or consequential loss or damage whatsoever, whether or not that Party was advised in advance of the possibility of such loss or damage.

### **14. MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY**

- 14.1. Neither Party shall be liable for the performance of its obligations if the Parties can establish that performance has been prevented by Force Majeure hereinafter defined, which shall include, but not be limited to events which are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party ("Force Majeure Event").
- 14.2. In the event of:
  - 14.2.1. A refusal or delay by a third person to supply a telecommunications service to the Supplier and where there is no alternative service available at reasonable cost; or
  - 14.2.2. The Supplier being prevented by restrictions of a legal or regulatory nature from supplying the Service.

The Supplier will have no liability to the Customer for failure to supply the Service.

- 14.3. If any of the events detailed in clauses 14.1 & 14.2 continue for more than 30 (thirty) days, either Party may serve notice on the other terminating the affected part of the Service, without liability to the other Party.

### **15. TERMINATION OF THIS CONTRACT BY NOTICE**

- 15.1. The Customer may terminate this Contract on 60 days notice, in writing, to the Supplier.
- 15.2. The Supplier may terminate this Contract at 60 days notice, in writing, to the Customer.
- 15.3. A Customer terminating this Contract before its Minimum Period has expired must pay the Supplier:
  - 15.3.1. Any outstanding Connection Charges; and
  - 15.3.2. The complete rental for the remainder of the contract.

### **16. BREACHES OF THIS CONTRACT**

- 16.1. Either party may terminate this contract immediately on notice if the other:
  - 16.1.1. 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; or
  - 16.1.2. Commits a material breach of this Contract which cannot be remedied; or
  - 16.1.3. Is repeatedly in breach of this Contract; or

16.1.4. Is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or if it goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over its assets.

16.2. If the Supplier is entitled to terminate this Contract under clause 16.1, the Supplier may, on giving prior notice where practicable suspend the Service without prejudice of such termination rights. Where the Service is suspended under this clause, the Customer must pay the charges for the Service until this Contract is terminated.

16.3. If this Contract is terminated by the Supplier because of an event specified in clause 16.1, the Customer must pay the Supplier the termination charges due, if any, for the remaining part of the Minimum Period in accordance with clause 15.3.

16.4. If this Contract is terminated by the Customer because of an event specified in clause 16.1, the Customer will only be liable to pay the Supplier the termination charges due under Clause 15.3a, if any.

## **17. CHANGES TO THIS CONTRACT**

This Contract or any part of it, will not be amended, modified or supplemented except by a document in writing signed by authorised representatives of both Parties.

## **18. TRANSFER OF RIGHTS AND OBLIGATIONS**

18.1. Either Party reserves the right to assign all or part of the Contract at any time to any Affiliate which can sufficiently execute the obligations under the Contract, subject to providing the other Party with prior written notice of such assignment. Any other assignment requires the prior written agreement of the other Party, which shall not be unreasonably withheld.

18.2. This Contract will be binding on, and ensure to the benefit of, the Parties and their successors and permitted assigns.

18.3. The Supplier may subcontract the performance of any of its obligations under this Contract, but without relieving the Supplier from any of its obligations to the Customer. The Customer agrees and understands that it may need to interact directly with a subcontractor for ordering, provisioning or maintaining the subcontracted Service.

## **19. NOTICES**

All notices given under this contract shall be in writing, unless the Parties agree, and shall be sent by prepaid post or e-mail of to the address below, or to any other address of addressee either Party has given to the other for that purpose.

To the Supplier:

19.1. Post: Team Partners Telecommunications Ltd, 8 Willway Street, Bristol, BS3 4BG

19.2. E-mail: [info@tptele.com](mailto:info@tptele.com)

To the Customer:

At the address to which the Customer asks the Supplier to sent the bills, the address of the Customers premises, or if the Customer is a limited company it's registered office.

## **20. LAW AND JURISTITION**

This Contract is governed by the law of England and both parties submit to the jurisdiction of the English Courts.

## **21. MICELLANEOUS PROVISIONS**

Entire Agreement: This Contract supersedes all prior oral or written understanding between the Parties, constitutes the entire agreement with respect to its subject matter and shall not be modified or amended except in writing and signed by authorised representatives of both Parties.

Inducement: The Parties acknowledge and agree that they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into this Contract.

No Waiver: Except as otherwise specifically provided in this Contract, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this Contract will operate as a waiver of any right, power or privilege.

Severance: If any provision of the Contract is held to be invalid or unenforceable, it will be severed from the Contract, the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement.

**Survival of Obligations:** The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

**Rights of Third Parties:** Other than any Affiliate of the Supplier (who shall each have the right to enforce the terms of this Contract), a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**Data Protection:** Each Party will strictly comply with the Data Protection Act 1998 (as amended from time to time) and any other applicable laws and regulations.