

DEFINITIONS:

Commencement Date: The date specified in the Agreement.

Contract: The contract between the Customer and the Company for the supply of the Internet Connectivity Service in accordance with these Conditions and Agreement.

Customer: The Customer stated in the Internet Connectivity Service for whom the Company has agreed to provide the Service.

Intellectual Property Rights: all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database right, photography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Minimum Term: The agreed minimum term for the provision of the Service as specified in the Internet Connectivity Service Agreement.

Internet Connectivity Service Agreement: The Internet Connectivity Service Agreement entered into by the Customer.

Previously Paid Termination Charges: means any early termination charges paid by the Company on behalf of the Customer to the Customer's previous Internet Connectivity Provider at any time before or after the Commencement Date.

Service: The Internet Service to be supplied to the Customer's telephone lines by the Company and which may include a broadband access line that will provide internet connectivity as outlined in the Specification.

Supplier's Website: www.nixgroup.co.uk.

Specification: the description or specification of the Service as set out in the Internet Connectivity Service Agreement.

The Company: NIX Communications Group Ltd, trading as NIX Communications Group, a Limited company incorporated and registered in England and Wales with company number 07905853 whose registered office is at Winchester Hill Business Park, Winchester Hill, Romsey, Hampshire, SO51 7UT.

The Service Provider: The Company's chosen Internet Connection Supplier.

(a) References to legislative provisions are to be understood as a reference to that provision as amended, re-enacted or extended at the relevant time.

(b) Headings do not affect interpretation and are provided for convenience only.

THE INTERNET CONNECTIVITY SERVICE CONTRACT:

The terms in this section only apply in respect of the Internet Service.

1. THE ORDER FOR THE SUPPLY OF THE INTERNET SERVICE

1.1 The Customer's order for the supply of Internet Service ("the Internet Service") shall be deemed to be accepted by the Company when confirmed in writing by the customer's authorised representative.

1.2 In the event that the Customer withdraws and/or cancels the Internet Service Order, or acts in a manner which indicates a clear wish to withdraw or cancel the Internet Service Order, it shall be deemed that acceptance of the Internet Service Order has been given by the Company upon receipt of the customer's signed Contract.

1.3 The Company shall provide the Internet Service to the Customer.

1.4 The Contract shall come into full force and take effect from the date of acceptance by the Company of the Internet Service Order and shall continue for the Service Term unless terminated in accordance with the Contract.

2. PROVISIONS OF THE SERVICE

2.1 The Company shall provide or procure the provision of the Internet Service to the Customer in accordance with the terms of this Contract. The Customer acknowledges that it is technically impracticable to provide a fault free Internet Service and The Company does not undertake to do so. The Customer further acknowledges that the service provider does not guarantee any particular speed of connection or link or upload or download and no warranty is given as to such speed.

2.2 The provision of the Internet Service to the Customer will be subject to the characteristics of the Customers Access Connection and the service provider may determine that it is not possible to supply the Service over the Customers Access Connection. Where this is the case, the Company will immediately terminate the Contract, The Company will not be liable to the Customer for such termination.

2.3 The Customer acknowledges that during the installation of the Internet Equipment for the provision of the Internet Service the Customers Access Connection may suffer a temporary loss of telephone usage, and/or interference to any other Access Connection services, which shall be reinstated following installation. The Company will not be liable for any loss, interruption or interference during installation. The Customer also acknowledges that any telephone socket extensions that are incorrectly wired may be disconnected during installation, without liability to the Company.

2.4 Occasionally, the Company and/or the service provider may have to interrupt the Internet Service or change the technical specification of the Internet Service for operational reasons (such as maintenance or Internet Service upgrades) or because of an emergency. In these circumstances where possible the Company will give notice to the Customer of any such interruption however, the Customer shall have no claim against the Company for any such interruption.

2.5 Except as otherwise expressly permitted under this Contract, the Customer may not:

2.5.1 Modify the Internet Service without the Company's prior written consent;

2.5.2 Redistribute copy or use the Internet Service, or transfer rights to the use of the Internet Service to any third party;

2.5.3 Disclose details of the Internet Service, to any third party without the Company's prior written consent;

2.5.4 Use the Internet Service except in conjunction with the Company's recommended operating guidelines;

2.6 The Company shall use its reasonable endeavours to comply with the Customer's reasonable requests in respect of installation but the Company or the service provider's decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Internet Equipment shall be final and binding.

2.7 The Company shall use all reasonable endeavours to provide and install or procure the provision and installation of the Internet Equipment at the Premises so that the Internet Service can be provided on or before any installation date specified or agreed to by the Company. Any installation date is an estimate only and the Company shall not be liable for any failure to meet such installation date.

2.8 Installation of the Internet Service may be subject to a survey carried out by the Company or the service providers and the Internet Service may not be provided where the survey carried out is incomplete or unsatisfactory or reveals that the cost to the Customer or Company will be substantially higher.

2.9 The Customer accepts that the service is rate adaptive and will run at the most reliable speed. Speed can be affected by external conditions.

2.10 The Customer accepts that peak and sustained throughput rates may be reduced by contention within the network of the service providers (as applicable) other components sourced by the customer to provide the customer service, end user speed control systems and the internet and by rate adaptation of modems and Line Rate for Max products.

3. MISUSING THE SERVICE

3.1 The Customer must not use the Internet Service:

3.1.1 In a way that does not comply with the terms of any legislation or any license applicable to the Customer or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

3.1.2 In connection with the carrying out of a fraud or criminal offence against the Company, or any other public telecommunications operator;

3.1.3 To send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights.

3.1.4 To send or procure the sending of any unsolicited advertising or promotional material other than in the case of the Customer to its own customers;

3.1.5 In any way that does not comply with any instructions the Company or the service provider has given.

3.1.6 In any way that in the Company's reasonable opinion could materially affect the quality of any service, including the Service, provided by The Company or the service provider.

3.1.7 In a way that in the Company's reasonable opinion could affect the experience of other users on the network. By way of specific example, heavy download users may affect the performance of the network. For the avoidance of doubt, heavy download users affecting the performance of the network may be asked to upgrade their products.

3.2 The Company will be entitled to suspend the Internet Service or terminate the Contract (without any liability to the Company) where the Company has reasonable grounds to believe the Customer is in breach of any provision.

3.3 The Customer acknowledges and accepts the following technical limits relating to the Internet Service:

3.3.1 Transmission performance of some metallic local loops will mean it is technically impracticable to provide Internet Service to all Customers within the Internet Service Availability Area.

3.3.2 The Internet Service is not available to Premises where all or part of the Access Connection is provided over fibre optic cable or radio systems.

3.3.3 That the Internet Service may also affect the performance of some PSTN customer premises equipment.

3.3.4 That some technical service effects and limitations may not become apparent until after the service has been installed and working for some time. In such circumstances the Internet Service for some individual customers may need to be withdrawn.

3.3.5 Those in the case of any rate-adaptive product, upload speeds (and download speeds) are dependent on distance from the exchange, atmospheric conditions and quality of the metallic path and may vary without notice to the customer.

3.3.6 Rate adaptation can occur several times a day and may cause the link to the DSLAM to reset.

3.3.7 That in the case of any rate adaptive product, throughput guarantees will relate only to the actual rated speed of an individual connection, not any implied speed of service.

3.4 In the circumstances referred to in Clause 3.3, the Company will have no liability to the Customer relating to the provision of the Internet Service (or the Company's inability to provide the Internet Service), the performance of the Internet Service, its effect on other services or equipment or the withdrawal of the Internet Service.

3.5 The Customer will co-operate with the Company's reasonable requests for information regarding the Customer's use of the Internet Service and supply such information without delay.

4. CHARGES AND DEPOSITS

4.1 Pricing for the Internet Service shall be as stated in the Company's order form or by quotation. The Customer agrees to pay all charges for the Internet Service. All prices are exclusive of any applicable value added tax, which the Customer shall additionally pay. All prices are subject to change upon the Company giving not less than thirty days prior written notice to the Customer.

4.2 The Company will send its first invoice shortly after providing the Internet Service, and then at regular intervals, usually every month. Sometimes, the Company may send the Customer an invoice at a different time.

4.3 The Company will send invoices for the Internet Service to the email or postal address requested by the Customer. Paper billing is optional but chargeable at £8 per month.

4.4 The Customer agrees that it will pay all charges for the Internet Service by Direct Debit on the 10th working day after invoicing or as soon as the Direct Debit can reasonably be collected, after the date of the invoice. If the Customer pays any Internet service charges by any method other than Direct Debit, the Company may add an addition administration charge of £8 for each transaction and/or payment not made by Direct Debit.

4.5 The Company may also add an additional charge on its own behalf or on behalf of a service provider in the following circumstances: -

4.5.1 An abortive visit charge may be incurred where incorrect information supplied by the Customer means it is technically impractical to provide the Service over the Customer's Access Connection.

4.5.2 Where it is necessary to relocate the existing telephone master socket in order to provide the service.

4.5.3 Where the Company or the service provider are unable to gain access to the Premises to carry out installation of the Internet Service or the installation is aborted an abortive visit charge may be payable.

4.5.4 Where certain order information provided by the Customer is illegible, inaccurate or incomplete an administration fee will be charged.

4.5.5 Where the Company or the service provider, provide the support to the Customer outside its normal support times in supply of the Service.

4.5.6 Where a fault relates to equipment other than the supplied Internet Equipment.

4.5.7 Where no fault is identified.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer is obliged to allow the installation and use of the Internet Equipment at the Premises, further the Customer will at the Customer's own expense and in advance of any installation work:

5.1.1 Obtain all necessary consents, including consents for any necessary alterations to buildings.

5.1.2 Take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as The Company or the service provider advises are necessary, and carry out afterwards any making good or decorator's work required.

5.1.3 Provide any electricity and connection points required by the Company or the service provider.

5.2 The Internet Equipment shall remain the property of the Company or the supplier of such equipment (including the service provider) at all times. The Customer shall at all times make clear to third parties that the Internet Equipment is the property of the Company or a third party. The Company may modify, substitute, renew or add to the Internet Equipment from time to time at its absolute discretion.

5.3 The Company shall supply the Customer with the relevant information to enable the Customer to suitably prepare the Premises for delivery and installation of the Internet Equipment. The Customer shall at their own expense provide suitable accommodation, assistance, facilities and environmental conditions for the Internet Company Equipment and all necessary electrical and other installations and fittings.

5.4 A secure electricity supply is required at the Premises for the installation, operation and maintenance of the Internet Equipment at such points and with such connections as specified by the Company. Unless otherwise agreed, this power supply is to be provided by the Customer. The Company shall not be responsible for interruption or failure of the Services caused by a failure of such power supply.

5.5 The Customer is responsible for the Internet Equipment and must not add to, modify or in any way interfere with it nor allow anyone else (other than someone authorised by the Company) to do so. The Customer will be liable to The Company for any loss of or damage to the Internet Equipment, except where such loss or damage is due to fair wear and tear or is caused by the Company, or anyone acting on the Company's behalf.

5.6 Any Customer Equipment connected to or used with the Internet Service must be connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment. Any equipment which is attached (directly or indirectly) to the Internet Service must be technically compatible with the Internet Service and approved for that purpose under any relevant legislation or telecommunications industry standards.

5.7 To enable the Company to carry out its obligations under this Contract, the Customer will at all reasonable times provide the Company's employees, and anyone acting on the Company's behalf including the service provider, who produces a valid identity card, with access to the Premises or any location outside the Company's control which the Customer can grant access to. The Company will normally only require access during its usual working hours but may, on reasonable notice, require the Customer to provide access at other times. The Company may agree to work outside its usual working hours, but the Customer must pay the Company's additional charges for doing so as detailed in the Company's provided quotation at that time.

5.8 If through no fault of the Company, the Company is unable to carry out an installation at, or gain access to, the premises or if the installation is aborted, the Company will notify the contact nominated by the Customer and may raise an abortive visit charge.

5.9 The Customer hereby irrevocably gives permission to the Company or the service provider and its employees, agents or contractors to:-

5.9.1 Execute any works on the Premises for, or in connection with, the installation, maintenance, or removal of the Internet Equipment.

5.9.2 Keep and operate telecommunication apparatus installed on, under or over the Premises;

5.9.3 Enter the Premises to inspect any telecommunication apparatus kept on, the Premises or elsewhere for the purposes of providing the Internet Service. Where this Contract or the Service is terminated for any reason the Company or the service provider will be entitled to enter the Premises to remove Internet Equipment installed there.

5.10 The Customer agrees:-

5.10.1 To comply with all instructions the Company may notify to the Customer for use of the Internet Equipment.

5.10.2 Not to allow the Internet Equipment to be repaired or maintained other than by an authorised representative of the Company;

5.10.3 Not to damage the Internet Equipment and not to add, modify or in any way interfere with the performance of the Internet Equipment.

5.10.4 Not to attempt to sell the Internet Equipment.

5.10.5 Not to remove any identification mark affixed to the Internet Equipment showing that it is the property of the Company or other third-party supplier of such equipment.

5.10.6 The Customer shall be responsible for the repair and maintenance of any Customer Apparatus used in order to obtain or use the Internet Service.

6. SUPPORT OF THE SERVICE

6.1 Technical support for the Service is available by telephoning 0844 318 5000 or by sending e-mail to support@nixgroup.co.uk Technical support is available during normal Company office hours.

6.2 The Customer accepts that the Company is reliant on fix times given by the service provider and that no SLA's are committed to in regards to technical support and/or resolve of Service Faults or Service Failure and therefore the Company cannot be held liable.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Customer acknowledges that the Customer shall have no rights to any intellectual property rights arising as a result of any use of the Service.

7.2 Any and all intellectual property rights used or embodied in or in connection with the Internet Service shall be and will remain the sole property of the Company or the Company's licensors. No title or intellectual property rights therein or in any modification or extension thereof shall pass to the Customer unless specifically stated under the Contract.

7.3 The Customer acknowledges such title, interest and rights and the Customer shall not take any action to jeopardize, limit or interfere in any manner with the Company's (or any third-party suppliers') title, interests or rights with respect to the Internet Service, including but not limited to, using the Company's or the service providers trademarks or trade name.

7.4 Where software is provided to enable the Customer to use the Internet Service, the Company hereby grants the Customer, for the duration of this Contract, a non-exclusive, non-transferable license to use the software for that purpose.

8. TERMS OF PAYMENT

8.1 If the Customer fails to make any payment on the due date the Company may, without prejudice to any other right or remedy available to it:

8.1.1 Suspend the Internet Service without notice until payment has been received in full, along with a reconnection charge of £99 or, disconnect it at the Company's absolute discretion.

8.1.2 Cancel the Contract.

8.1.3 Charge the Customer interest on a day to day basis (both before and after any Court Judgment) on the amount unpaid, at the rate of 4% per calendar month or part thereof until payment in full is made.

9. TERMINATION BY THE CUSTOMER PRIOR TO EXPIRY OF MINIMUM TERM AND TERMINATION FEE

9.1 The Customer may terminate the Contract upon 90 days written notice to the Company prior to the expiry of the Minimum Term subject to payment by the Customer of an early termination fee equal to the remaining Rental Charges that would fall due from the Date of termination until the expiry of the Minimum Term.

9.2 In the event the Contract is terminated prior to the expiry of the Minimum Term due to any act or omission of the Customer, the Customer shall on demand, in addition to its payment obligations under clause 9.1, reimburse to the Company any Previously Paid Termination Charges.

10. CONSEQUENCES OF TERMINATION

10.1 On termination of the Contract for any reason:

(a) The Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest, in respect of services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.

(b) The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

(c) Claims which expressly or by implication have effect after termination shall continue in full force and effect.

10.2 If this Contract ends, the Company will refund any money owed to the Customer, after first deducting any money the Customer owes to the Company under this Contract or any other Contract the Company has with the Customer.

10.3 Additionally, whether the Customer terminates this Contract by giving proper notice in accordance with this Contract or not, the Customer agrees to pay to the Company a disconnection fee of £75 plus any applicable value added tax.