

CLANNET Broadband Terms & Conditions

1. Start of this agreement

1.1 This Agreement will commence on the Commencement Date and will continue for 12 months ("the minimum period") and thereafter will continue, unless and until terminated by you or us in accordance 'termination or suspension' below. The 12 month minimum period shall not apply if we agree to continue an existing entities contract i.e. A Community Broadband Association.

"Commencement Date" means the date on which the Broadband Services are first provided to you or the date on which you request a change to an alternative Broadband Service provided by us.

2. Registration information

2.1 To register for the Broadband Services, you must be at least 18 years of age.

2.2 You warrant that all information provided to us, is absolutely true, complete and accurate. If any facts or information provided to us become inaccurate then you will tell us immediately of the changes.

2.3 You confirm that there are no facts or circumstances which have not been disclosed to us which would affect our decision to provide the Broadband Services to you.

3. Our provision of the services

3.1 We will provide the Broadband Services subject to these Terms and Conditions.

3.2 We can only provide Broadband Services in areas of the United Kingdom in which we are technically able we will endeavour to provide the Broadband Services to you at the access rate you choose, but the speed may be affected at times by reasons out of our control

3.3 Whilst we will use our reasonable endeavours to begin providing the Broadband Services on any date agreed with you, we will not be liable for any failure to meet such a date.

3.4 We will provide the Broadband Services to one main point selected by you through a network cable and we will not guarantee that the Broadband Services will work over any extension, cables or network devices that you may have installed. We will through our best endeavours integrate your existing home/business network maintaining the security of both by suitable hardware routers.

3.6 You will provide the computer system with a working network port to enable you to access the Broadband Services. If we/you provide a wireless access point then we expect your PC to have a working wireless network card. If you do not have the suitable connectivity we will endeavour to find a solution for you.

3.7 You confirm that we, and any authorised operator supporting the Broadband Services has your permission, on reasonable notice and at a mutually agreeable time and date to: (a) carry out any works on your premises for, or in connection with the installation, maintenance, adjustment, repair or alteration of the Broadband Services; (b) enter the premises to inspect, modify, upgrade or replace any equipment that you may have connected to the Broadband Services.

3.8 Where on reasonable notice we tell you that we wish or any authorised operator supporting the Broadband Services wishes to carry out any work set out in paragraph 3.7(a) you agree to: (a) obtain all necessary consents, including consents for alterations to buildings, if applicable; (b) provide any electricity and connection points required by us or by any authorised operator supporting the Broadband Services; and (c) provide a suitable, safe and appropriate working environment in accordance with our reasonable requirements or those of any authorised operator supporting the Broadband Services.

3.9 Where, at our request, any third party equipment is installed at your premises to enable you to receive the Broadband Services, you will not, and you will ensure that no-one else shall, add to, modify or interfere with the equipment without our prior consent. You will use this equipment in accordance with any instructions, safety and security procedures applicable to the use of that equipment. You acknowledge that third party equipment remains owned by the relevant third party and you will be responsible for that equipment while installed at your premises. You acknowledge that you will be liable to the owner of the equipment for any damage to it while installed/delivered to your premises (fair wear and tear accepted and excludes network infrastructure equipment).

3.10 We may suspend the Broadband Services temporarily without notice in an emergency or in order to improve, maintain or repair the Broadband Services or our network or for other operational reasons. We will try, but cannot guarantee, to keep you informed and to keep interruptions to a minimum.

3.11 We cannot guarantee that the Broadband Services will be uninterrupted or error free. If a fault occurs, you should report it by phone, email or in writing to the Helpdesk and we will try to rectify the fault.

3.12 You may purchase an access point or networking device during the registration process or use your own equipment. We will provide technical support on all devices purchased during registration but we will not be responsible for any faults in its design, manufacture or performance and we will not be liable for any loss or damage incurred by you as a result of any such fault. If you choose your own device we will refer you back to your supplier for technical support.

3.13 You acknowledge that we will not be responsible for any sites, content, goods or services offered or made available on the Internet provided by CLANNET or any other third parties nor for any computer viruses, malware or anything similar transmitted to you via the Broadband Services by such third party sites or otherwise through our provision of the Broadband Services.

3.14 We will not be responsible for the content of newsgroup or chat areas, whether moderated by us or not. By entering these areas, you accept this and agree to waive any claims against us for any distress, injury, loss, liability, damage and expense arising from or in connection with your use of these areas and their contents. You will indemnify us against any claims arising from your use of the areas or any content of the areas which you post or create.

3.15 We do not monitor the Broadband Services. However, we reserve the right to do so if requested by a legal authority. We respect the privacy of your data in accordance Data Protection legislation.

4. Your use of the services

4.1 The Broadband Services are provided solely for your own use and you may not resell, transfer, assign or sub-license them or any part of them to any other person.

4.2 You must ensure that any devices or personal computers used by you to access the Broadband Services do not have an adverse effect on our systems, those of our suppliers or on network traffic generally, such as spam, viruses and DOS (denial of service) attacks. You must use the Broadband Services in a manner consistent with all applicable laws and regulations which may apply.

4.3 You must ensure that any computers, systems or networks that utilise the Broadband Services are configured in such a way that does not give a third party the capability to use the Broadband Services in an illegal or inappropriate manner. You should run a firewall and up-to-date anti-virus software, anti malware and intruder detection systems and ensure that your operating system is kept fully up to date with the latest security patches. We are unable to support users with operating systems no longer supported by its authors i.e. older than Windows 7.

4.4 You must not use the Broadband Services in any way that would, in our reasonable opinion, materially affect the use of or access to the Internet of any other person. This includes, but is not limited to, "denial of service" (DOS) and "distributed denial of service" (DDOS) attacks against another network or individual user. DOS attacks will result in immediate termination of the Broadband Service.

4.5 Any attempt, whether successful or not, to gain access to or retrieve data from any computer system without authorisation from its maintainer or owner will lead to immediate termination of the Broadband Service and possibly to prosecution. This applies to port scanning, vulnerability probes and intentional distribution of "Trojan horse" programs, viruses and worms, as well as making use of systems compromised by third parties.

4.6 Use of the Broadband Service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly and strictly prohibited. We have a zero-tolerance policy for spam. Spamming will result in immediate termination of the Broadband Service.

4.7 Intentional distribution of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems is prohibited. This will result in immediate termination of the Broadband Service.

4.8 Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information may result in termination of the Broadband Service.

4.9 You must not use the Broadband Services:

1. in any way that does not comply with any licences applicable to you or is unlawful or fraudulent or has any unlawful purpose or effect or;
2. in connection with the carrying out of a fraud or criminal offence;
3. to disseminate or otherwise distribute, knowingly receive, upload, download, use or re-use, any information or material which is inappropriate, profane, abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, privacy or any other rights;
4. in any way which infringes any third party's intellectual property rights;
5. in a way that does not comply with our specific instructions.

5. Payment

5.1 You will pay us the applicable charges for the Broadband Services to which you subscribed, as set out on the Registration Form or as otherwise notified by us to you (the Fees). We reserve the right to change the fees at any time on giving you not less than 28 days' notice. The changed fees will apply on expiry of this 28 day period unless you tell us in the meantime that you want to terminate this Agreement.

5.2. For customers choosing to pay by invoice, we will seek payment 7 days before the day on which the Fees are payable. If any instruction for such payment is not confirmed by no later than 5 days prior to the start of the relevant calendar month, we may suspend the provision of the Broadband Services to you immediately without notice. For customers choosing to pay by Standing Order, we will seek payment from your bank or building society via a standing order mandate setup and signed by yourself on or after the day on which the Fees are payable. If any instruction for such payment is not confirmed by your bank/building society by the day on which the Fees are payable, we may suspend the provision of the Services to you immediately without notice.

5.3 If we suffer a charge-back (being a debit from our bank account or repayment by us as a result of a transaction dispute procedure initiated by you) of any Fees (or part of them) paid by you to us, you will immediately repay us for the charged back sum and we may: (a) immediately without notice suspend the provision of the Broadband Services to you; and/or (b) charge interest on the charged back sum at a rate of 4% above the base rate of Lloyds bank plc until the sum is repaid to us.

6. Security and confidentiality

6.1 You are responsible for keeping your connection secure by keeping for example the wireless security key private of any third party device. You will be responsible for all actions undertaken by anyone else using your security details. We suggest strongly you use a strong key (<http://strongpasswordgenerator.com/>) on any wireless device preferably using WPA or WPA2 and change it regularly. We may suspend the Broadband Services and you will fully indemnify us from all losses resulting from such actions.

6.5 You accept that the Broadband Services is as secure as is practical with encryption and firewalls but we do not guarantee the prevention or detection of any unauthorised attempts to access the Broadband Services.

7. Personal data

7.1 We will comply with our obligations under the Data Protection Act 1998 and any other applicable data protection legislation.

7.2 By registering for the Broadband Services you consent to our using and/or disclosing your personal information for certain administrative and credit-checking purposes. This may involve disclosing your personal information to third parties, but only to the extent necessary: (a) provide you with the Broadband Services; (b) let you know about any changes to the Broadband Services; (c) manage our network; (d) prevent and detect criminal activity, fraud and misuse of or damage to our network; (e) for other administrative purposes.

7.5 We will disclose personal information to comply with all applicable laws and lawful requests by the appropriate authorities.

8. Limitation of liability

8.1 We will not be liable either in contract, tort (including negligence) or otherwise for any damages for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss nor for any damage or destruction of data however arising from the use of or inability to use the Broadband Services or from any

action or omission taken as a result of using the Broadband Services. Notwithstanding any other provision of these Terms and Conditions we do not exclude or limit any liability in respect of death or personal injury resulting from our negligence.

8.2 Our aggregate liability to you in contract, tort (including negligence) or otherwise and arising out of, or in connection with, this Agreement and/or the provision of the Broadband Services for each 12 month period (the first period starting on the date the Broadband Services is first provided to you) shall be limited to the amount of the Fees paid by you to us in respect of that 12 month period.

8.4 You agree to indemnify us against all costs, claims, losses and expenses (including indirect and consequential losses) howsoever arising, from any claim brought against us by any third party relating to any breach by you of your obligations under these Terms and Conditions.

8.5 We will not be liable to you for any breach of any of our obligations under these Terms and Conditions or the Privacy Policy where the breach is caused by a 'force majeure' event which term shall include, but is not limited to, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of local or central government, highway authority or other competent authority, industrial disputes of any kind (whether including us or not), fire, lightning, explosion, flood, subsidence, inclement weather, unavailability of third party telecommunications networks or any other cause beyond our reasonable control.

9. Termination and suspension

9.1 This Agreement may be terminated at any time up to the Commencement Date, however, if we have supplied you with any equipment you must return it to us and (if applicable) we will refund you for any payment received from you for such equipment. Any equipment returned for a refund must be received in pristine and resalable condition, including all packaging, manuals, software and cables, as appropriate.

9.2 We may terminate this Agreement at any time on notice if: (a) we are directed by any competent authority to cease the provision of the Broadband Services or any part of them; (b) you are in breach of any of these Terms and Conditions.

9.3 Unless otherwise specified in this Agreement, either you or we may terminate this Agreement on giving not less than 1 month's notice to the other; such notice not to expire before the end of the Minimum Period.

9.4 You may terminate this Agreement within the first 12 months after the Commencement Date if you agree to pay us all the costs that we have incurred in setting up your Broadband Service, this will include the installation fee of £150.00. Unless otherwise paid outright.

You must also pay our full retail price for any free or subsidised hardware that you ordered from us.

9.5 Upon termination you agree to cease using the Broadband Services immediately and to pay any monies owing (we will bill unbilled amounts promptly after termination). On termination your right to use the Services ceases immediately.

10. General

10.1 All intellectual property rights in or relating to the Broadband Services are the property of, or have been licensed to, us. You are only permitted to use these intellectual property rights as provided in these Terms and Conditions and in order to receive the Broadband Services. You will not use or allow anyone else to use any of our name, logo, trade mark or other intellectual property rights or that of any of the licensed operator involved in providing the Broadband Services without our prior written consent.

10.2 We may change the Terms and Conditions at any time by written notice prior to the change becoming effective. You will be deemed to have accepted any such changes by your continued use of the Broadband Services and will commence from the next monthly payment. Changes to fees are covered by paragraph 5.1.

10.3 Notwithstanding any other rights that we may have in these Terms and Conditions, we reserve the right at any time (notwithstanding prior acceptance) to suspend, cancel, refuse to supply or terminate the provision of the Broadband Services wholly or partly without notice, and we shall not be liable for any loss suffered as a result of such suspension, cancellation, refusal or termination. If at the time we exercise our rights under this paragraph 10.3, you have paid us any Fees in advance, we will reimburse you pro rata for the proportion of these Fees that relate to the period after this date.

10.4 This Agreement constitutes the entire agreement between you and us in relation to the provision of the Broadband Services and supersedes any representations, communications and prior agreements (whether oral or written) related to the its subject matter other than fraudulent misrepresentation.

10.5 We may assign, sub-contract or otherwise deal with our rights or obligations under this Agreement, by anyone we see fit to carry out the proposed work, without giving you any notice beforehand. You may not assign, sub-contract, sell or transfer your rights or obligations under this agreement.

10.6 Any notice or communication required to be sent in connection to these Terms and Conditions should be sent to us at CLANNET, The Gale, Stockbridge House, Cawood, Selby, North Yorkshire YO8 3UJ

10.7 No waiver by us of any breach of these Terms and Conditions will be considered as a waiver of any subsequent breach of the same or any other provision.

10.8 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions, and the remainder of the provision in question, will not be affected.

10.9 Except as expressly stated in these Terms and Conditions, no person who is not a party to the Contract will derive any benefit from it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.10 This Agreement will be governed and construed in accordance with the laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the English Courts.

11. Definitions

"**Agreement**" means the agreement between you and us for the provision of the Services, comprising these Terms and Conditions and the Privacy Policy;

"**Broadband Services**" means the services through which you may gain high-speed access to the Internet via a telecommunications network together with the services and facilities provided by us in connection with such Internet access service, which may include the provision of an email account.

"**Commencement Date**" means the date on which the Broadband Services are first provided to you or the date on which you request a change to an alternative Broadband Service provided by us;

"Security Details" means any and all user names, passwords, keys, electronic signatures and any other devices or information in whatever form and on whatever media supplied to allow you to access the Services;

"We, Us and Our" CLANNET Broadband Ltd, The Gale, Stockbridge House, Cawood, Selby, North Yorkshire, YO8 3UJ

"Authorised Operator" means a suitably qualified, insured and trained agent of CLANNET. "You, Your" means the person, company or organisation whose details are included on the registration form.