

Terms and Conditions



THESE CONDITIONS (the "Conditions") APPLY TO YOUR PURCHASE AND USE OF THE SUPANET BUSINESS BROADBAND SERVICE AND ANY PRODUCTS OR SERVICES YOU MAY PURCHASE FROM SUPANET. ALL OF THE TERMS THAT ARE AGREED IN RELATION TO YOUR PURCHASE AND USE OF SUPANET BUSINESS BROADBAND SERVICES SHOULD BE SET OUT IN THESE CONDITIONS, YOUR REGISTRATION FORM, ORDER CONFIRMATION, THE RELEVANT SUPANET PRICE LIST AND SUPANET'S PRIVACY POLICY AND ACCEPTABLE USE POLICY.

THESE CONDITIONS APPLY IN PREFERENCE TO AND SUPERCEDE ANY TERMS AND CONDITIONS REFERRED TO, OFFERED OR RELIED ON BY YOU WHETHER IN NEGOTIATION OR AT ANY STAGE IN THE DEALINGS BETWEEN US WITH REFERENCES TO THE SERVICES AND/OR OR GOODS WITH WHICH THIS CONTRACT IS CONCERNED, WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, SUPANET WILL NOT BE BOUND BY ANY STANDARD OR PRINTED TERMS TENDERED BY YOU UNLESS YOU SPECIFICALLY STATE IN WRITING, SEPARATELY FROM SUCH TERMS, THAT YOU WISH SUCH TERMS TO APPLY AND THIS HAS BEEN ACKNOWLEDGED BY THE SUPANET IN WRITING SIGNED BY A PROPER OFFICER OF THE COMPANY.

1. Meanings

1.1 Certain words used in these conditions have specific meanings. Where they do they appear in bold text. A list of the majority of these words is set out below. Others appear in the text of these conditions. Some apply only in certain limited conditions and you should read the terms in detail with regards to any fees that may become payable only if those limited conditions are met:

"Abortive Visit Fee" means the sum of £75.00

"Acceptable Use Policy" means the acceptable use policy at <http://www.supanet.com/supanet/acceptable.html>;

"Charges" means the charges payable by you for the service, details of which appear on the Supanet portal and can be obtained by visiting My Account at the following address: http://www.supanet.com/my_account.

"Contract" means the agreement between us which is made up of these conditions, your Registration Form, the Price List, the Privacy Policy and the Acceptable Use Policy;

"Customer" means any equipment, including software, for use with the Equipment services that is not part of Supanet's or its telecom provider's network and which is owned or controlled by you

"Default Fee" means the sum of £5.00 or such other sum as may be notified to you in writing or through our website;

"Disconnection Fee" means £60.00;

"Enhanced Care" means the option broadband service support as detailed in condition [16];

"ICANN" means Internet Corporation for Assigned Names and Numbers;

"Initial Registration Period" means the period of two years for .uk and one year for .com, .net, .org, .biz and .info domains commencing on and including the date of the application for Registration;

"Intellectual Property" means all or any registered or unregistered intellectual property rights in a Rights' any part of the world, including but not limited to patents, design rights, copyrights, topographical rights, know-how, rights in inventions and ideas and rights to confidence together with any right to apply for any such intellectual property rights and the benefit of any applications for any such intellectual property rights;

"Internet" means any global information system which uses the Transmission Control Protocol/Internet Protocol suite and/or other protocols;

"Material" means any information displayed, accessed or made available by or to you via the Internet using the services;

"Migration" means the transfer of an existing broadband service with another Internet Service Provider to Supanet broadband;

"Minimum Period" means the period of 12 calendar months from the Start Date;

"Minimum Technical means [insert] Requirements"

"Modem" means any broadband modem or ADSL Modem with Built-In Wireless Router (together with an ancillary hardware or software including but not limited to line filters) and routing equipment supplied to you by Supanet;

"My Account" means the function that allows you to view the details of your chosen Service following sign-up at destination address: http://www.supanet.com/my_account. (my_account)

"Naming Organisation" means the Nominet UK (<http://www.nic.uk>) for .uk and Network Solutions as ICANN accredited Registrar <http://www.icann.org> for .com, .net, .org, .biz and .info domains or such other Naming Organisation as Supanet may specify to you in writing from time to time;

"Order" means the order you place with Supanet for the Services either online by completing and submitting a registration form, or over the telephone or otherwise;

"Order Confirmation" means the communication sent by post or email to you by Supanet confirming your order.

"Postboard" means the Supanet postboard at <http://www.supanet.com/postboard>;

"Premises" means the address within the United Kingdom to which Supanet agrees to provide the Service to you;

"Privacy Policy" means the privacy policy at http://www.supanet.com/supanet/corporate_terms/

"Re-connection Fee" means the sum of £60.00;

"Registration" means an application by Supanet acting as your agent to register domain name(s) with the Naming Organisation;

"Registration Form" means the form displayed online by Supanet and completed by you or the registration form completed by one of Supanet's telephone sales representatives from information provided by you over the telephone;

"Release Fee" means the sum of £50.00;

"Security Details" means any IDs, usernames, passwords, access codes or such other means of securing access to the services;

"Services" means the Supanet broadband internet access services and only where expressly stated in the order confirmation and in My Account such complimentary services including but not limited to enhanced care and/or web services;

"Service Availability" means the geographic area where the Service is Area" available from time to time, as published on Supanet's website at the following address: <https://signup.supanet.com/cgi-bin/signup?adschecky>

"Start Date" means the date when the Service is first made available for you to use;

"Supanet" or "our" means Supanet Limited, company registration number or "we" 3995772, whose registered office is at Indigo House, Blackburn Road, Simonstone, Burnley, Lancashire, BB12 7NQ;

"Support Service" means the support provided as part of the Service under condition 17;

"Telecom Provider" means Supanet's provider(s) of elements of the Service, namely BT or such other provider as may provide elements of the Service to Supanet from time to time;

"Third Party Modem" means a Modem that is not supplied to you by Supanet as part of the Service;

"us" means you and Supanet; and "you" and "your" means the purchaser of the services;

"Usage allowance" means the monthly data-download allowance, measured in gigabytes, included with Supanet broadband products;

"UDRP" means Uniform Domain Names Dispute Resolution Policy;

"Value Applications" means a set of selectable applications that can be installed by you to enhance the functionality and management of your web service;

"Web Service" means the Supanet web hosting and domain registration service and any software and facilities, which Supanet may provide and you use in connection to the web service.

2 Commencement

2.1 Submitting a registration form to Supanet or placing an order verbally over the telephone with one of our telephone sales representatives will be treated as an offer by you to purchase the service and any modem for the price notified to you and specified in the registration form whether completed by you or completed by Supanet from information you provide.

2.2 Supanet reserves the right to decline your order for whatever reason.

2.3 The contract is legally formed on these conditions and begins on the date Supanet communicates acceptance of an order by issuing an order confirmation.

2.4 The services commence on the start date.

3 Services and services provision

3.1 In exchange for your payment of the charges, we will provide you with the services and you agree to use and pay for the services on and in accordance with the terms and conditions of the contract.

3.2 Before we can provide the service the following conditions must be met:

3.2.1 You must have:

- A valid contract for the use of an analogue direct exchange line which terminates on a master socket forming part of a telecom provider's telecommunication network;
- A line filter (also known as a micro filter) which Supanet may provide you with as part of the services.

(c) An ADSL modem or router.

3.2.2 The premises must be within the service availability area;

3.2.3 The customer equipment and the modem must be correctly installed;

3.2.4 Your line must be activated by the telecom provider to accept the services.

3.3 Activation of the services may result in you experiencing a temporary loss of your analogue line. Supanet accepts no responsibility for and will not be liable in any way for this loss or any damages or loss that you may suffer as a result.

3.3 Modification to customer equipment may be required to enable you to use the services and it is your sole responsibility to ensure that such modifications do not invalidate the terms of any warranty or contract you may have in relation to customer equipment. Supanet will not be liable for the invalidation or breach of any warranty or any other contract relating to customer equipment as a result of work carried out by you, Supanet or Supanet's agents to make your customer equipment operate with the services.

3.4 You agree to prepare the premises in accordance with any instructions that may be given to you by Supanet or the telecom provider and give the telecom provider reasonable access to the premises for the purposes of this contract.

3.5 You shall obtain all necessary permissions needed by Supanet or the telecom provider to install equipment at the premises for the purposes of provisioning or providing services

3.6 Supanet shall try to provide the services by any date that we may agree with you, but all such dates are estimates only.

4 Quality and Continuity of Service

4.1 Supanet does not warrant (or promise) that the services will be free of defects, uninterrupted or secure and you understand and agree that from time to time faults and problems may occur.

4.2 Supanet shall endeavour to correct reported defects as soon as we reasonably can.

4.3 Supanet's provision of the services is dependent upon the operation of the telecom provider's telecommunications network and the operation of the internet in general. The services are provided to you on a contended basis, which means that you share network capacity with other customers. The contention level and maximum access rate (or speed) of your connection is specified on the order confirmation and in your account. This is a maximum speed and the actual access rate may vary from time to time due to the fact that the service is contended. Supanet will not be liable for any failure or delay in services due to problems with the telecom provider's telecommunications network or the internet in general.

4.4 If you use a third party modem in conjunction with the services, Supanet's provision of the services is dependent upon the operation of the third party modem. Supanet will not be liable for any failure or delay in services due to or caused by problems with the third party modem or its incompatibility with the services.

4.5 From time to time Supanet may suspend the whole or any part of the services for routine maintenance work. We will give you as much notice of such suspension as reasonably possible by posting details on the service status page at http://www.supanet.com/help/help_service_status (help_service_status) or by email, but Supanet shall not be liable for any loss suffered by you or others as a result of such suspension.

4.6 Supanet does not and cannot guarantee:

- The security of the services against unauthorised or unlawful access or use or otherwise; or
- The services will be free of viruses, worms and other hostile code.

Supanet reserves the right to suspend the whole or any part of its services at any time without notice or compensation to investigate and take steps to try to stop or prevent any security breach or remove any suspected virus, worm or other hostile code.

4.7 Where the services allow access to the internet you understand and agree that the use of the internet is entirely at your own risk.

4.8 Supanet reserves the right to suspend the whole or any part of the services at any time without notice or compensation to investigate and take steps to try to stop or prevent any security breach or remove any suspected virus, worm or other hostile code.

5 Line Migrations and Transfer of Service and Disconnection Fees

5.1 If you have previously received broadband services from another internet service provider, Supanet may be able to provide the services to you using your existing telephone line and without the need to provision a new line. As part of the order/registration process Supanet shall seek to determine whether or not the transfer of your existing provisioned telephone line ("migration") is possible. Where migration is possible the time it takes to migrate your telephone line to enable you to receive the services

shall vary depending upon the telecom provider and the contract you have with your telecom provider. You will not be able to use the services until the migration process has been completed. Supanet will do all that it can to migrate your line as quickly as possible upon receipt from you of all necessary information, permissions and consents (as appropriate). If Supanet has been unable to migrate your line within 30 days from the date of your order, subject to you providing Supanet with all necessary information, permissions and consents (as appropriate) you may cancel the contract by serving notice. Supanet shall refund any charges that you may have paid.

5.2 If you have previously received a slower broadband service from another internet service provider, such as 512K, and wish to subscribe to faster Supanet broadband products, Supanet will seek to migrate your line in accordance with condition 6.1. Due to technical constraints outside of Supanet's control, when your line is migrated, you will initially receive Supanet's broadband service on a like-for-like basis with the service you received from your previous internet service provider. Once migration has taken place Supanet shall seek to upgrade your line to enable you to receive the faster broadband service. The upgrading of your line should take between five and twelve days, but this is an estimate and cannot be guaranteed. Your ability to receive Supanet's faster broadband service is dependent on the quality and physical limitations of your telephone line. If for these reasons your line cannot be upgraded to the maximum speed otherwise available, you agree to receive the services for the remainder of the contract at the optimum speed available at your premises and that Supanet's inability to provide services at speeds in excess of the optimum available speed will not amount to a breach by Supanet of its obligations under the contract. The charges payable by you for the services will be the charges as set out in your order confirmation and in My Account.

5.3 If you move premises and wish to continue to receive the services at your new address or otherwise wish to receive the services at an alternative address, you should contact Broadband Address & Number Change Support on 0800 138 3317. Supanet will terminate the services at the premises and advise you whether you are able to receive the services at your new or alternative premises. If you are able to receive the services at your new premises or alternative premises, subject to you committing to a new minimum contract period, Supanet will arrange for its telecom provider to provision the telephone line at your new premises to enable you to receive the services.

5.4 Should Supanet be unable for whatever reason to provide the services to your new or alternative premises this contract shall automatically terminate and you shall pay to Supanet a disconnection fee.

5.5 If you are able to receive the services at your new address but, for whatever reason, decide not to do so then you shall remain liable for the charges for the remainder of the minimum period and such charges shall become immediately due and payable.

6 Storage space

As part of the services and where expressly stated in the order confirmation Supanet may provide email facilities, web hosting and other services that involve Supanet providing storage space. In order to manage its computers and services Supanet may restrict the amount of storage space it provides to customers. Current limits are set out on the Supanet portal and in My Account. Supanet reserves the right to vary these limits from time to time and will keep you informed of any changes via the postboard. Supanet also reserves the right to refuse to accept material and/or to delete material, which exceeds the relevant limit, without notice or compensation.

7. Web services (optional)

7.1 When expressly stipulated on your order confirmation, and in exchange for payment of the applicable charges, Supanet will provide you with the web services and you agree to use and pay for the web services on the terms and conditions of the contract.

7.2 Before Supanet can provide the web services you must have, in addition to the matters stipulated at condition 3.2, a PC equipped with a suitable browser e.g. the latest Microsoft Internet Explorer or Mozilla Browser. Please note, Supanet does not guarantee full compatibility with Apple Mac systems.

7.3 As part of the web service Supanet will allocate you a fixed amount of webspace. The amount of webspace you will receive is dependant upon your package and will be stipulated in your order confirmation.

7.4 The amount of available webspace storage will be reduced if you wish to receive any value applications provided as part of the web service. To operate, value applications utilise part of your webspace allocation, which means that the amount of webspace storage available for your website will be reduced.

7.5 Upon completion of your registration form and acceptance of your order for the web service, Supanet will make arrangements to register your chosen domain name with the relevant naming organisation. In doing so Supanet will act with your full authority as your agent.

7.6 Supanet does not accept responsibility nor does it make any warranty (or promise) that the domain name(s) requested by you will be accepted for registration in the register of the naming organisation nor will Supanet be liable for any costs that you incurred if your application for registration is unsuccessful. Supanet does not accept responsibility for any liability to third parties for breach of their intellectual property rights in relation to the domain name(s) requested by you, except if caused by Supanet's

negligence, and you agree indemnify and keep Supanet fully and effectively indemnified against any and all claims, costs, expenses, damages or such other sums, orders or judgments made by third parties against Supanet arising out of or in connection with such registration and/or use by you of domain names registered on your behalf by Supanet whether relating to breach of third party intellectual property rights or otherwise.

7.7 In addition to payment of the charges, you will be responsible for payment of all domain registration fees (plus VAT) charged by the naming organisation. Details of the current fees can be found at <http://www.supanet.com/hosting/domains.php>.

7.8 Supanet reserves the right to suspend or cancel without notice and without payment of any compensation any application for registration or refuse to host a domain name(s) in circumstances including but not limited to registrations that Supanet reasonably considers has or will result in a breach of the acceptable use policy, the rules of the relevant naming organisation, or infringes third party intellectual property rights or may otherwise expose Supanet to adverse claims or proceedings.

7.9 Upon successful registration with the naming organisation Supanet will host your domain name(s) for the duration of this contract subject to you complying with and adhering to these conditions and the rules of the relevant naming organisation from time to time in force. These rules are available at <http://www.nic.uk/terms.html> and <http://www.icann.org>.

7.10 Supanet agrees that during the term of this contract and in consideration for you paying the charges we will renew the registration of domain name(s), upon the expiry of the initial registration period and any subsequent renewal period(s), and you agree to pay in advance all renewal fees incurred by Supanet with the naming organisation associated with the renewal of your domain name(s).

7.11 You acknowledge that any dispute(s) arising out of the use of the domain name(s) requested on your behalf will be resolved for .uk domains in accordance with the Nominet UK Dispute Resolution Service which can be accessed <http://www.nic.uk/ref/drs.html> and for .com, .net, .org, .biz and .info domains in accordance with the UDRP which can be accessed at <http://www.icann.org/udrp/udrp.htm> which may impose restrictions on the termination or transfer of a domain name(s) with its current host during or pending the settlement of such a dispute.

7.12 Upon termination of this contract for whatever reason we shall transfer the domain name(s) registered by us on your behalf to another host you upon condition of payment in advance of the release fee.

8. Privacy Policy

8.1 The ways Supanet uses data and information provided by you when using the services are detailed in the privacy policy.

8.2 You and Supanet shall comply with our respective obligations under the Data Protection Act 1998 (as amended) and any applicable data protection, privacy or similar laws that may apply to data processed in accordance with this contract. You and Supanet agree to provide such help and co-operation as is reasonably necessary or requested by the other to enable compliance with this clause.

8.3 You agree that for the purposes of providing telephone support Supanet may from time to time permit access to your personal data from outside the EEC.

8.4 Supanet may for quality and training purposes monitor and record telephone calls to customer service, technical support and sales and marketing departments.

8.5 We reserve the right to supply information held by us about you as well as any material appearing on any website you operate using the services or which you have sent or received using the services to the police and/or any regulatory or government authorities of competent jurisdiction or to third party if ordered to do so by a court of competent jurisdiction or if required to do so pursuant to any applicable law, enactment, regulation, warrant or order.

8.6 In addition to your obligations set out at condition 10 and in relation to the web services you:

8.6.1 Will be responsible for keeping copies of all Material published, sent or received by you using the Service and recognise that we are not responsible for doing so;

8.6.2 Are solely responsible for the content of the Material which appears on the web space provided to you as part of the Service and any Material you transfer via the Services. Supanet reserves the right to remove from your web space without prior notice any material that does not comply with the Acceptable Use Policy.

8.6.3 You are responsible for keeping full security copies of your computer programs database and computer records and for backing up all Material and/or data on your web pages. Supanet will not keep copies of your web pages and will not be responsible for the loss of data on those pages if you have failed to back them up, unless caused by Supanet's negligence.

8.6.4 You will not arrange your home page(s) in a way that leads to a risk of or causes an excessive load on the server provided by us in connection with the web services;

8.6.5 You must not use the web service so that all or any part of the web service or the internet are hindered, damaged or otherwise rendered less effective nor use the web service to the detriment of Supanet or other users of the web service and/or the internet;

8.6.6 You must not use the web service in any way which might constitute an infringement of any third party rights including but not limited to intellectual property rights.

8.7 Supanet offers telephone technical support ("web service technical support") in respect of the web service. If you require web service technical support please contact Supanet Technical Support on: 0845 1205085.

8.8 Web service technical support is offered in respect of the following elements associated with the web service:

Σ Set-up and configuration of the webhost
Σ Set-up and configuration of email services

Σ Set-up and configuration of Value Applications;
Σ Upload of pages to the webhost;

8.9 Supanet shall only provide web service technical support in respect of matters detailed in condition 8.8. For the avoidance of any doubt web service technical support does not include website design and authoring.

9 Charges

9.1 Charges for the services are detailed in the order confirmation and calculated using details and information held on Supanet's systems.

9.2 You shall be liable for the charges from the start date.

9.3 You agree to pay:

9.3.1 Monthly in advance for all subscription and other recurring charges (including any inclusive usage charges);
9.3.2 Monthly in arrears for usage and any other non recurring charges;

Unless otherwise stated in the order confirmation or in these conditions.

9.4 You are responsible for all charges incurred as a result of your use of the services and the use of the services by any person via your account.

9.5 All charges are exclusive of VAT, which is charged at the prevailing applicable rate.

9.6 Charges shall be paid by direct debit or by credit card within 14 days of the date of Supanet's invoice. For payments made via credit or debit card Supanet charges and you will pay a monthly handling fee of £0.59p per transaction.

9.7 If Supanet does not receive payment of the charges by the due date, Supanet may charge daily interest on any overdue payment at a rate equal to 7% per annum over the base lending rate of National Westminster Bank PLC from time to time and/or suspend and/or terminate the whole or any part of the services. In the event that Supanet terminates the service for non-payment of the charges, you will be liable to pay the charges that would otherwise have accrued during the remainder of the minimum period or, where Supanet in its absolute discretion elects, a disconnection fee.

9.8 You agree to pay a default fee each and every time Supanet is unable to collect payment by debit/credit card or direct debit for whatever reason, save where caused by Supanet's negligence. Default fees shall be added to your account and shall be payable immediately.

9.9 If payment is made by cheque and your bank returns the cheque unpaid, Supanet may charge an administration fee of £10.00. This fee shall be added to your account and shall be payable immediately.

9.10 Supanet reserves the right to collect payments due under the terms of this contract using a third party collection agent. You agree to make payments to Supanet's nominated collection agent upon written request. Payments to a nominated collection agent shall be treated as payments to Supanet. You acknowledge and agree that any collection agent is neither responsible for the provision of the services nor liable for any default by Supanet in providing the services.

9.11 If, following termination of the services by Supanet for non-payment and you wish to resume the services, Supanet reserves the right to charge a reconnection fee.

9.12 Supanet reserves the right to charge an abortive visit fee in the event that Supanet or its agents attend at your premises for the purposes of investigating and/or repairing a fault with the Service reported by you and the cause of the fault is found to be due or caused by your act or omission, misuse of the service or a failure by you to comply with your obligations under these Conditions.

9.13 Supanet reserves the right, at any time, to:

9.13.1 Require you to pay a deposit or provide a guarantee as security for the payment of charges under this contract; and/or

9.13.2 Undertake credit checks or may other enquiries as part of Supanet's credit vetting procedures and you agree to supply such information to Supanet as we may reasonably request for such purpose

9.14 If you dispute any Supanet invoice, you must notify Supanet within 14 days of that date of the invoice giving full written reasons for the dispute. You must pay any undisputed sum in accordance with condition 9.3.

9.15 Should you exceed any bandwidth [or usage] allowances applicable to your broadband package, as detailed in condition 10.3, you will be charged for each additional Gigabyte used in excess of your usage allowance in accordance with condition 10.6 below.

10 Your Responsibilities and Obligations Use of the Services

10.1 Except as provided below, you are responsible for your use of the services made using your account, whether or not you authorised or were aware of such use. Supanet will not hold you responsible for any use of the services made via your account without your authority as a result of Supanet's negligence or breach of these conditions.

10.2 The services are for a single connection only. You may not have more than one concurrent connection to the services at any one time.

10.3 Supanet will only provide Technical Support for the single user PC USB modem provided as part of the services or purchased from Supanet. If you chose to provide your own ADSL modem, or set-up your own network via an ADSL router (wireless or otherwise), this will be entirely at your own risk and Supanet cannot assume responsibility for any hardware or software associated with your network or its compatibility with the services and will not provide Technical Support or advice for such devices or configuration.

10.4 You shall not transfer or provide your account details

for others to use.

10.5 Usage Allowance

10.5.1 Certain broadband packages have monthly allowances for the amount of data you can transfer each month, measured in Gigabytes. Details of any allowances applicable to your chosen broadband package and your allocated data transfer allowance (your "usage allowance") are stated on the Supanet portal, in your order confirmation and in My Account. If you have subscribed to one of Supanet's Unlimited packages you are also subject to a fair usage policy details of which can be found at [] agreement that monitors usage so that once any individual user's download total exceeds 30GB in any 30-day rolling period we will introduce a "speed limiter" during peak usage periods (currently 4pm-2am) once this threshold is breached. 30GB of traffic enables a single user to: * Send and receive a total of 300,000 emails, or * View approximately 250,000 standard web pages, or * Transfer 3000 very high quality photographs.

10.5.2 Data transfer is automatically monitored and recorded by Supanet (in accordance with Supanet's privacy policy) for the purposes of calculating usage against your usage allowance.

10.5.3 Details of your usage and the amount of data you transfer each month are available in My Account.

10.5.4 You will be charged in 1 Gigabyte increments for the amount by which your actual monthly usage exceeds your usage allowance at the rates set out in your order confirmation and in My Account.

10.5.5 You may upgrade to products with higher usage allowances at any time. To do so please contact the sales line above. You may only downgrade your broadband product at the conclusion of the minimum period.

10.6 Mailbox Housekeeping

10.6.1 Supanet imposes limits upon the amount of email server storage space that it makes available to its customers. Details of the storage space available to you are set out in your order confirmation. You can access these, and other information relating to your account at http://www.supanet.com/my_account.

10.6.2 Supanet reserves the right at any time without notice or payment of compensation to:

- Delete from your mailbox any emails stored in excess of your limit;
- Reject any new email sent to your inbox if your mailbox does not have sufficient storage capacity to accept them;
- Delete any emails stored in your mailbox for in excess of 60 days. IF YOU WISH TO RETAIN ALL OR ANY EMAILS IN YOUR MAILBOX BEYOND 60 DAYS YOU ARE ADVISED TO DOWNLOAD YOUR EMAILS TO YOUR PC. INSTRUCTIONS AS TO HOW TO DO THIS CAN BE FOUND AT: http://supanet.com/help/using_outlook_express (using outlook_express) WebSpace

10.7 Web hosting

You are solely responsible for the content of any web space provided to you as part of the services. Supanet reserves the right to remove from your web space without prior notice any materials that do not comply with Supanet's acceptable use policy.

10.8 The web space provided to you as part of the services cannot be linked to a third party (i.e. non-supanet.com) domain name, and does not provide functions such as CGI scripts or access logs. The support service Supanet provides does not extend to the provision of support for HTML authoring or web page design.

10.9 You are responsible for backing up data on your web pages. Supanet will not keep copies of your web pages and will not be responsible for the loss of data or content on those pages if you have failed to back them up.

10.10 General

You agree that you:

- (if an individual) are over 18 years of age;
- will comply with any policies or guidelines published by Supanet governing your use of the services including, but not limited to, the acceptable use policy;
- are responsible for providing, paying for and complying with the conditions applicable to any appropriate telecommunications connection provided by the telecom provider and you agree that you will not block any means of identifying you which that connection supplies;
- are responsible for providing an appropriate PC and any other hardware, software or other equipment necessary (other than any modem we may supply to you as part of the services) to enable you to use the services
- will provide true, complete and accurate information in any communication with us including when you order or register to use the services
- will promptly notify Supanet of any changes to the information provided including any change in contact information;
- shall and are responsible for taking all steps necessary to ensure that any security details allocated to you or generated by you are kept confidential and secure and not disclosed to or used by any third party and that you shall notify Supanet immediately if you have any reason to believe that any such password has become known to a third party and/or that a third party is using or is likely to use such password to access the services;
- will take all appropriate steps to maintain security and confidentiality whilst making use of the services and ensure that you have up to date virus protection in place on your PC at all times;
- will keep any appointments agreed with Supanet or its agents, for the provision of the services that are necessary for the repair of the services and acknowledge that failure to do so shall result in an abortive visit fee becoming payable by you.
- Supanet may take instructions from a person whom it thinks, with good reason, is acting with your permission.

11. Breach of your Obligations

11.1 If you breach, or Supanet reasonably suspects that you have or may breach, any of your obligations under these conditions (including but not limited to payment of

charges) we may terminate and/or suspend the provision of the whole or any part of the services without prior notice.

11.2 Suspension of the services under condition 11.1 will continue until such time as Supanet has investigated the breach or suspected breach and determined that there was in fact no breach or that the breach in question has stopped, been remedied (where possible) and Supanet is satisfied that it will not occur again. If Supanet finds that you have breached your obligations under these conditions or suspects that you may breach or will continue to breach your obligations, Supanet shall be entitled to terminate the provision of the whole or the relevant part of the services pursuant to condition 11.1 and subject to condition 11.3 below.

11.3 If Supanet terminates the provision of the services as a result of your breach, you will be liable to pay the charges for the remainder of the minimum period which would have otherwise been payable to Supanet if we had not terminated, or, where Supanet in its absolute discretion elects, a disconnection fee. The charges or (where Supanet elects) the disconnection fee will become immediately due and payable by you upon termination of this contract.

12 Modem Agreement

12.1 Where a modem is included in your subscription to the services, or is sold to you by Supanet separately Supanet or its representative will deliver the modem to the premises or another location in the United Kingdom notified to Supanet by you. Supanet will deliver the modem to you within 10 days of the provisioning of your telephone line to receive the services or 30 days of the date of your order which ever is the earlier. The cost of delivery is included in the charges or as stated on your order confirmation. If Supanet does not charge for delivery and you fail to take delivery of the modem, Supanet reserves the right to charge you for any failed delivery.

12.2 You must inspect the modem upon receipt and inform Supanet in writing within five (5) days of delivery of any damage or missing items. You will be deemed to have accepted the modem if you fail to notify Supanet of any damage or missing items within this time period.

12.3 The risk of damage to or loss of the modem passes to you when the modem is delivered to you. This means that you will be responsible if the modem is stolen, lost or damaged after it has been delivered to you.

12.4 Title to the modem will remain with Supanet and will not pass to you until Supanet has received full payment.

12.6 Before you install the software supplied with the modem and before you connect the Modem to your PC, you should back up or save any data on your PC. You must install the modem and the software provided with the modem in accordance with the installation instructions provided. Supanet will not be liable for any damage caused by installation of the modem and the software supplied with the modem other than in accordance with the installation instructions.

12.7 Modems purchased from Supanet are covered by a manufacturer's warranty. The length of the warranty will vary depending upon the manufacturer but will not be less than twelve (12) months from the date of purchase. Details relating to the manufacturer's warranty will be supplied with the modem. If the modem develops a fault during the warranty period, you should contact Supanet.

12.8 In the event that a fault develops with a modem supplied by Supanet as part of the services you should contact Supanet and we will arrange a replacement. You must return the faulty modem to Supanet or its appointed agent within 14 days of receipt of the replacement modem. If you fail to return the faulty modem to Supanet within 14 days, Supanet reserves the right to charge you the full replacement cost for the modem unless proof of postage is provided to Supanet.

12.9 If you use a third party modem as part of the services Supanet cannot be held responsible for any interruptions to or degradation of the services caused by or attributable to the third party modem. Supanet cannot and does not accept any liability for any faults you may encounter that are attributable to use of a third party modem.

13. Cancellation and Suspension

13.1 This contract will continue for the minimum period whereafter it shall continue until terminated by either party giving not less than one month's written notice to the other. Upon termination of the contract Supanet will cease providing the services and they will be disconnected. You will continue to be liable for and must continue to pay the charges during the notice period. If you wish to cancel any of your Supanet services please call 0800 915 8183.

13.2 Cancellations that require the Broadband service to be ceased on the line will incur a cease order charge of £60.

13.3 If you terminate your telephone account with the telecom provider or change the services on the telephone line on which you currently use the services so that the service cannot operate, Supanet may cancel the services. You will be liable to pay the charges that would otherwise accrue during the remainder of the minimum period if the service had not been terminated for this reason, or where Supanet in its absolute discretion elects, a disconnection fee. The charges or (where we elect) the disconnection fee will become immediately due and payable in full by you upon termination of the provision of the services. Disconnection charges will not apply if cancellation occurs after the expiry of the minimum period.

13.4 Either of us may terminate this contract immediately upon written notice to the other if the other materially breaches any of the terms of the contract (and, if the breach is capable of remedy, fails to remedy it within thirty (30) days of being asked to do so in writing) or becomes bankrupt or insolvent or goes into liquidation.

13.5 Supanet may cancel this contract (thereby cancelling your subscription to the services) immediately without notice or payment of compensation if, for any reason, it generally stops providing the services.

13.6 You will be entitled to a pro-rata refund of any pre-

paid charges for the period you do not receive the services as a result of your termination under condition 14.3 or Supanet's termination under condition 14.4.

13.7 If Supanet terminates this contract under condition 14.3 you will be liable to pay the charges that would otherwise accrue during the remainder of the minimum period if the contract had not been terminated for this reason, or where Supanet in its absolute discretion elects, a disconnection fee. The charges or (where we elect) the disconnection fee will become immediately due and payable by you in full upon termination.

13.8 Supanet reserves the right to suspend, restrict, and/or terminate your access to the services or any part of them if we believe your use of the services causes or is likely to cause the whole or part of the services to be interrupted, damaged, rendered less efficient or in any way impaired or contravenes the Acceptable Use Policy, any other obligation in condition 10 or the obligation in condition 4.1.

13.9 Following termination of the contract Supanet will stop providing the services to you and, without prior notice:

13.9.1 delete all emails in your email account;

13.9.2 remove your web site and delete any information held on it;

13.9.3 reject all emails sent to your email account and notify the sender that your email account is inactive;

13.9.4 cancel all email functionality provided to you as part of the services; and

13.9.5 delete all web space provided to you as part of the services and the content of that web space.

14 Warranties and Liability

14.1 Supanet accepts liability as set out in this contract.

14.2 Supanet makes no warranties (or promises) and accept no responsibility for the accuracy of any material, data or information provided to, accessed by or made available to you by any third party or regarding any goods or services purchased or obtained or any transactions entered into by you using the services. Supanet will use reasonable endeavours to ensure that any material data and information it provides will be accurate but does not promise that it will be complete, sufficient or error free.

14.3 Your use of a third party modem in conjunction with the services is entirely at your own risk. Supanet will not be liable to you for any degradation of service, any interruption to or inability to receive the services or any loss or damage caused by or attributable to any third party modem.

14.4 Neither you or Supanet seeks to exclude or limit its liability for fraudulent misrepresentation or for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in accordance with their employment or agency or to any extent not permitted by law.

14.5 Unless otherwise expressly stated in this contract, neither you or Supanet shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any direct loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption or for any other direct loss which may arise in relation to the contract whether or not you or Supanet was advised in advance of the possibility of such loss or damage.

14.6 Unless otherwise expressly stated in this contract, neither you or Supanet shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption or for any other direct loss which may arise in relation to the contract whether or not you or Supanet was advised in advance of the possibility of such loss or damage.

14.7 Supanet will be liable to you for any direct physical damage to your property to the extent that it results from Supanet's negligence up to a maximum of £250,000 in respect of any one event or series of related events, up to a maximum of £500,000 in respect of any series of unrelated events which take place within a single calendar year.

14.8 Each and every part of this clause [14] operates separately. If any part of this clause is held by a Court to be unreasonable or inapplicable the rest of this clause shall continue to apply.

14.9 You are responsible for reviewing and deciding whether you should take out business continuity or a similar type of insurance policy.

15 Variations

15.1 Supanet may make variations to these conditions at any time by notifying you in writing.

15.2 At any time after the expiry of the minimum period Supanet may increase or decrease the charges by giving you not less than 7 days written notice.

15.3 Supanet may make changes to the services at any time and will post details of any material changes on the postboard. If your use of the services is materially and detrimentally affected by any such change, you may cancel this contract immediately by giving written notice to Supanet whereupon we will cancel your subscription to the services and refund any pre-paid charges on a pro rata basis. If you fail to serve notice within 14 days from the date the services are changed you will be deemed to have accepted the changes to the services and will lose any right to cancel.

16 Software and Intellectual Property Rights

16.1 Supanet grants to you a personal non-transferable and nonexclusive licence to use exclusively in connection with the services any software and documentation owned by Supanet and provided or made available for your use of

the services by Supanet. This licence will cease immediately on termination of the contract. If Supanet supplies you with software and/or documentation provided by a third party, you must use that software in accordance with the terms of software licence agreement supplied with it. You agree that you will abide by the terms of such licences. All rights in all software and documentation owned by Supanet remain the property of Supanet or its licensors.

16.2 Except to the extent permitted by law, you must not permit any other person to copy, modify, alter or adapt any software or documentation provided by Supanet including, but not limited to, translating, decompiling, disassembling or creating derivative works.

16.3 You may not transfer, assign, distribute, rent, lend, sublicense or lease any software or documentation provided by Supanet.

16.4 You must keep confidential and protect the contents of any software or documentation provided by Supanet. This obligation of confidentiality and protection shall survive the cancellation or termination of the contract but shall not extend to any information, which is in or comes into the public domain other than as a result of your breach of this condition 16.4.

16.5 Any addresses such as email addresses, IP addresses and domain names assigned to you by Supanet are and shall remain the property of Supanet. Unless Supanet has agreed otherwise in writing, you will not be entitled to a dedicated IP address.

17 Technical Support

17.1 Supanet offers telephone technical support in respect of the services. If you require technical support please contact Supanet Technical Support on: 0845 1205085 (local rate).

17.2 Technical support is offered in respect of the following hardware and software associated with the services:

- Σ Windows ME (Millennium), Windows 2000, Windows XP Home and Windows Vista;
- Σ Modem (excluding third party modems);
- Σ Filters supplied by Supanet;
- Σ Installation of hardware and software provided by Supanet in respect of the services;
- Σ Internet Explorer (connection, basic settings and advance settings);
- Σ Outlook Express (connection, basic settings and advance settings);
- Σ Microsoft Outlook (connection, basic settings and advance settings);
- Σ Faults of loss of connectivity in respect of the line provided by our telecom provider (we refer any other problems you may have to our telecom provider and act as a go between to try and resolve your problem).

17.3 For the avoidance of any doubt technical support does not include support for the following:

- Σ Support of third party hardware (including but not limited to third party modems); or
- Σ software (i.e. hardware or software supplied to you by manufacturer's and/or suppliers other than Supanet).
- Σ Apple Mac PCs
- Σ Routers (other than those supplied by Supanet), switchboards, pbx or networks through which you may access the services.

18 Broadband (ADSL) Enhanced Care ("Enhanced Care")

This condition 18 applies only if you have purchased enhanced care as stated on your order confirmation. Where this condition applies Supanet's liability in respect of faults arising in relation to the broadband elements of the service will be determined in accordance with this condition and any available service credits will represent the sole extent of Supanet's liability to you in respect of such faults.

18.1 Scope of enhanced care

18.1.1 This condition 18 sets out the service levels that apply if you have purchased enhanced care.

18.1.2 Supanet provides a guaranteed response time in respect of broadband service and support enquiries subject to the terms of this condition 18.

18.1.3 Supanet provides a guaranteed resolution time in respect of broadband service affecting faults originating from the Supanet supplied (BT wholesale resold) DSL circuit and the Supanet network.

18.1.4 Condition 18 only applies to faults found with the Supanet supplied (BT wholesale resold) DSL circuit or the Supanet network, including core and edge networking components and interlinks owned and operated by Supanet.

18.1.5 Condition 18 does not apply to equipment connected to the circuit or Supanet network that is not supplied and managed by Supanet.

18.2 Service Performance

18.2.1 Supanet commits to a four (4) 'Support Working Hour' response time in respect of all technical support enquiries relating to the broadband service. Responses may be by telephone or email.

18.2.2 Supanet commits to a twenty (20) support working hour fault resolution time in respect of all faults found to have originated with the Supanet supplied (BT Wholesale Resold) DSL circuit or within the Supanet network.

18.3 Service Definitions

18.3.1 For the purposes of this condition 18 only, the following words shall have the following meanings attributed to them:

"Support Working Hour" means any hour between the the hours of 9.00am and 6.00pm weekdays, excluding Christmas Day and bank holidays.

"Parked Time" means Supanet being unable to progress the fault repair process without further contact with or from

you, within a support working hour. Parked time will be excluded from the total fault time. There are a number of events that will result in a fault being parked:

a) Fault passed back for retest:
Supanet believes the fault to be resolved and requires confirmation from you via a retest.

b) Further diagnostics required:
Supanet requires further diagnostics to be undertaken by you in order to progress the fault. E.g. you changing login details to allow Supanet or the telecom provider to perform more in-depth fault analysis.

c) Awaiting customer visit appointment:
A visit to your premises is required. The telecom provider will send the first available engineer, unless advised not to do so by Supanet. Where you are not available 24 hours a day, 7 days a week for this appointment, you should advise Supanet Technical Support as soon as possible, who will liaise with the telecom provider to assign a more suitable time. The fault will be parked whilst your availability for an appointment is determined.

d) Appointment made outside of SLA time:
Parked until the appointment time outside of the stated SLA period, specifically requested by you takes place.

e) No access to end user premises at appointment slot:
Parked until a new appointment is made.

f) Fault repaired:
Parked while awaiting confirmation from you that the fault has been resolved.

"Resolution Time" means the time taken by Supanet to resolve a fault;

18.3.2 The fault-timing clock begins upon the entry of a fault into Supanet's systems and the subsequent issuing of a fault ticket number.

18.3.3 Parked time shall be disregarded for the purposes of measuring Supanet's performance against the service level detailed below.

18.3.4 Resolution time is measured from the moment a fault ticket number is generated.

18.3.5 A fault is closed, and the clock stopped, once the customer informs Supanet that the end user has confirmed the fault is clear, or after a period of five working days.

18.4 Communication and Notification

18.4.1 On purchasing Enhanced Care you shall nominate a contact, to whom any fault updates will be communicated to, and who will be responsible for providing all reasonable assistance to Supanet throughout the diagnosis and resolution of faults. The contact shall provide all reasonable assistance in the form of reading indicators and performing basic diagnostic steps as requested by a Supanet technician.

18.4.2 You should contact the Technical Support team by telephone on 0845 120 5085, or the e-mail businessbroadband@supanet.net as soon as a fault with the service is suspected.

18.4.3 You must be ready to supply all necessary data to evidence the presence of a fault and shall provide all reasonable assistance to the Supanet technician in determining the cause of the fault condition.

18.4.4 When a fault originating from the DSL circuit or Supanet network is identified, you will be provided with a fault ticket number. This fault ticket number is important and you should make an independent record of it.

18.4.5 Any claims or complaints in respect of enhanced care should be raised with the Supanet Support Team by calling 0845 120 5085

18.4.6 You are required to be available 24 hours a day, 7 days a week in cases where a telecom provider engineer visit is required to fix the fault. If you are not available, you should advise Supanet Technical Support as soon as possible.

18.5 Service Credits

18.5.1 Where the response time to which enhanced care applies has been found to have exceeded one support working hour, or the resolution time has been found to have exceeded twenty support working hours, Supanet will issue a credit to you of £15.00 (ex VAT) to be applied against charges arising under this contract.

18.5.2 Service credits shall be the sole and exclusive remedy (financial or otherwise) available to you for any failure to meet the applicable service levels or any failure, act or omission in relation to enhanced care.

18.5.3 All claims must be accompanied by a valid fault ticket number.

18.5.4 Service credits (or other claims for financial compensation) in any calendar month in which a fault occurs shall not in any circumstances exceed the total monthly service charge for such given month, regardless of the number of faults reported and/or occurring in that period against an individual circuit.

18.5.5 You can only make one claim under this Service Level Agreement in respect of a single fault ticket.

18.5.6 Claims must be made within 30 days of a fault being closed and must be raised with the Supanet business support team by calling 0845 1205085.

18.6 Exclusions

18.6.1 The service levels will not apply during outages resulting from scheduled maintenance (whether routine, preventative and/or essential) that may affect service availability and accordingly claims cannot be made for any failure to meet the service levels during or as a result of such outages. Supanet reserves the right to perform essential maintenance on its network that may affect service availability.

18.6.2 The service levels will not apply (and claims cannot

be made) in respect of faults where the cause has been identified as being a malicious act or otherwise through the actions of you or another Supanet user that have been found to be in breach of Supanet's Acceptable Use Policy or in breach of Supanet's terms and conditions, including but not limited to these conditions.

18.6.3 The service levels will not apply (and claims cannot be made) in respect of faults which are the result of misuse or interference with Supanet supplied and managed equipment.

18.6.4 The service levels will not apply (and claims cannot be made) in respect of faults which are the result of data transmission originating from customer equipment.

18.6.5 The service levels will not apply (and claims cannot be made) in respect of faults with the voice part of your telephone line. Any such problems should be taken up with the telecom provider or the voice provider directly.

19 General

19.1 This contract contains the entire understanding between you and Supanet and replaces all previous written or oral agreements relating to its content.

19.2 Save for fraudulent misrepresentation, you and Supanet agree that:

(a) neither party had been induced to enter into the contract, nor have they relied upon any statement, representation, warranty or other assurance not expressly incorporated in this contract; and
(b) in connection with this contract, the only rights and remedies available in relation to any statement, representation, warranty or other assurance are for breach of this contract and all other rights and remedies are excluded.

19.3 Any particular right that you/we may have under the contract will not affect any other right that you/we may have at law (unless limited or excluded by these conditions) or under the contract

19.4 If Supanet chooses not to enforce or rely on any right that we may have under the contract, Supanet will not be prevented from relying upon that right should we choose to enforce or rely on it at a later date.

19.5 Supanet may transfer its rights and/or obligations (both the benefit and the burden) to a third party without your consent provided that it notifies you that it has done so. You further agree that if required you will enter into a new agreement on the same terms and conditions as this contract with a third party in order to perfect any transfer, assignment or novation of this contract. You may transfer your rights and obligations under this agreement, subject to you obtaining Supanet's prior written consent.

19.6 If a court or other regulatory body decides that any part of the contract is not enforceable, the remaining parts of the contract will still apply to your purchase of and Supanet's provision of the services.

19.7 This contract only gives rights to and places obligations upon you and Supanet. No other person or company has any rights under the contract or may enforce it against either you or Supanet.

19.8 The contract is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

19.9 Neither you or Supanet will be liable for any failure or delay in performance of the contract to the extent that such failure is due to circumstances beyond (as appropriate) your/Supanet's reasonable control including but not limited to Supanet's inability to provide the services caused by any act, omission or failure by the telecom provider.

20 How to Give Notice

20.1 If you wish to cancel any of your Supanet services please call 0800 915 8183. Lines are open 9am-7pm Monday to Friday.

20.2 If either of us gives notice to the other under the contract (including, without limitation, to cancel or terminate it) this must be done in writing, either by delivery by hand or first class post, sent to the intended recipient at the following address:

- (a) To Supanet: at the postal address shown on the Supanet web site or an alternative address which we may give you.
- (b) To you: at the postal or email address you specify when registering for the services or an alternative address which you may give to Supanet, or at the email address provided to you as part of the services.

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