

## Terms and conditions

### Residential Broadband & Telephone Services

As at October 2012

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1.0	01/12/2011	CB
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**Spectrum Internet Limited**, (hereinafter referred to as "Spectrum"), specialises in the provision of Internet Services through the brands of Spectrum Internet and Net Support UK Ltd. In purchasing services from any, either or all of these brands, you ("the Customer") are contracting with Spectrum Internet ("the Parties"). The Terms and Conditions described herein are applicable to all services supplied through Spectrum Internet and its subsidiaries and any company to which Spectrum Internet transfers the provision of these services.

Spectrum Internet has adopted a philosophy that assumes the honesty and good intent of Customers. Services are provided in as unrestricted a manner as possible, to allow Customers to have the richest internet experience possible. These Terms and Conditions must be read in conjunction with our Acceptable Use Policy ("the AUP"). Both these Terms and Conditions, the AUP and our prices may be subject to change from time to time.

Spectrum Internet reserves the right to add to and/or amend these Terms and Conditions or the AUP or prices at anytime. Such additions and/or amendments shall be published on the Spectrum Internet website. Additions and/or amendments will be deemed to be accepted by the Customer if the Customer continues to use the services after a two week period (14 days including weekends and bank holidays) from the date of publication on the website.

## **1 About Spectrum Internet**

1.1 Spectrum Internet is an Internet Service Provider. It provides the Customer with access to the Internet and telephone services as specified within the terms set out below.

1.2 Spectrum Internet is a company registered under the laws of England and Wales. Its company registration number is 07849485 and its registered office is Riverside Court, Chepstow NP16 5UH.

1.3 All communications with Spectrum Internet should be made by email or to the above address in writing. E-mails should be sent to the e-mail address: [sales@spectruminternet.com](mailto:sales@spectruminternet.com)

1.4 Enquiries relating to technical support should be made via the contact area of our website: [www.spectruminternet.com](http://www.spectruminternet.com) or to support@spectruminternet.com

1.5 Spectrum Internet is a member of ISPA.  
1.6 Spectrum Internet is formally recognised by Ofcom as a Communications Provider and in the industry as a registered Local Loop Unbundler and Subloop Unbundler and a provider of Ethernet services.

1.7 Spectrum Internet is a member of RIPE (International public IP address allocation).

1.8 Spectrum Internet is a member of various telecommunications industry bodies .

## **2 Service specification**

2.1 Spectrum Internet shall provide the Service in accordance with the service description at the time of the Customer's Order, subject to the limitations set out in this Agreement and in Spectrum Internet 's FUP/AUP. In the absence of

any written Customer Order, the service description on our website shall be used.

2.2 Service Credits and Service Level Guarantees are only provided where a separate "Service Level Agreement" has been entered into and the Terms and Conditions of those services will be documented there. Such SLGs are only applicable to managed business grade services.

2.3 Spectrum Internet reserves the right to modify the service description in order to improve the quality or effectiveness of the Service without the prior agreement of the Customer. Spectrum Internet will notify the Customer of any changes to be made at least 30 days in advance.

2.4 The Customer acknowledges that its broadband service provided by Spectrum Internet is contended (unless otherwise stated). In order to ensure the best possible experience for all our customers, Spectrum Internet reserves the right to manage any traffic routed across the Spectrum Internet IP network. The Customer acknowledges that Spectrum Internet may manage the traffic of specific users without prior notice and users persistently using bandwidth to the detriment of other users (e.g. P2P) may have their connection terminated.

2.5 Spectrum may modify its AUP/FUP without the further agreement of the Customer so as to ensure that it complies with all relevant legislation or regulatory guidance and/or to bring them into line with common industry practice.

### **3 Service Charges and Payment**

3.1 The Customer agrees to pay Spectrum Internet charges, as specified within the service description and/or within the Customer's Order.

3.2 Spectrum Internet reserves the right to modify its charges (including its charges for maintenance and support services, for phone calls and excess data usage; for minimum call costs associated with certain broadband and VoIP or telephony services) for the Service upon 28 days' notice after the initial 12 month contract, or the termination period of the relevant Service Agreement, whichever is the greater.

3.3 For charges for phone calls and for additional data usage, our usage statistics are the full and final statement for billing purposes. Calls are charged in seconds or part thereof.

3.4 Minimum call setup fees may be applied but will be clearly advertised to our customers if applicable.

3.5 Service charges will be invoiced monthly where possible. VAT invoices are only produced for businesses on business packages and upon request. Broadband service is charged monthly in advance. Calls and data are charged in arrears. If on account terms, payment must be received by Spectrum Internet within 30 days after the date of the invoice. Spectrum Internet may charge a fine and daily interest on outstanding amounts until payment in full is received at a rate equal to 4 per cent per annum above the Lloyds TSB Bank plc Base Lending Rate as current from time to time. If the Customer is on pay

in advance terms, payment must be received by Spectrum Internet by the due date and subsequently by the due date of any service renewal.

3.6 Unless otherwise stated, all sums due to Spectrum Internet, for consumer services (as opposed to those marked as business services) under any Order are inclusive of Value Added Tax ("VAT"), but may exclude any other use or sales taxes, duties, or levies imposed by any authority, government, or government agency which may apply or be introduced from time to time which shall be charged thereon in accordance with the relevant regulations in force at the time of providing the Service and shall be paid by the Customer.

3.7 Spectrum Internet reserves the right to dictate the payment method associated with each Service and the due date.

3.8 Spectrum Internet or its nominated 3rd party support provider, reserves the right to charge its standard ICT onsite or remote or telephone or email support fees where support is requested in relation to internet access problems which are subsequently found to have a cause which is not the fault of Spectrum Internet or a cause which is not identified as Spectrum Internet 's responsibility for the provision of internet service outlined in clause 4. Examples include, but are not limited to: viruses, malware, PSTN issues, internal wiring problems, incorrect passwords, computer malfunction, router/modem problems, faulty ADSL filters, wireless networks, wireless interference in the premises, and connection to other networks, configuration changes by user or 3rd party and hacking.

3.9. If the Customer cancels a Direct Debit mandate which then requires reinstatement, a handling/administration fee of £25 +VAT will apply.

3.10. Spectrum Internet reserves the right to charge additional connection and disconnection fees for customers in the subloop (FTTC). Prices subject to change with 30 day notification.

#### **4 Duties and Responsibilities**

4.1 The Customer agrees to pay in accordance with Spectrum Internet 's then current rates for maintenance and other service activities relating to the Service, or the charges used by its nominated 3rd party support company.

4.2 The Customer agrees to pay for loss or damage to equipment and software used in providing the Service which is caused by Customer's negligent acts or omissions.

4.3 The service will be provided to Customer subject to the condition that it will not, nor will it permit others to use the Service other than in accordance with Spectrum Internet 's AUP and/or to use the Service for unlawful purposes or any purpose for which the Service was not designed including unauthorised use, obtaining or attempting to obtain service by rearranging, tampering with or making connection with any facilities of Spectrum Internet or by any deception, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever.

4.4 The Customer will indemnify Spectrum Internet against all loss, liability, damage and expense, including reasonable legal fees, caused by the negligent acts or omissions of the Customer or other user of Customer's service which result in claims for damage to property and/or injury or death to persons, claims for libel, slander, invasion of privacy or infringement of copyright, or any actions brought pursuant to the provisions of the Data

Protection Act, including any amendment, replacement, or re-enactment thereof for the time being in force, and invasion and/or alteration of private records or data arising from any information, data or message transmitted by Customer or its users, and claims for infringement of patents arising from the use of apparatus and systems of the Customer in connection with the Service furnished by Spectrum Internet .

4.5 The Customer will be responsible for the content of any transmission over the Service and the connection of any non-Spectrum Internet equipment to the Service.

4.6 The Customer shall use its best endeavours to protect and keep confidential all Spectrum Internet software used by it and shall make no attempt to examine, copy, alter, "reverse engineer", decompile, discover the source code to, tamper with, or otherwise misuse such software.

4.7 The Customer's right to use the Service is personal to Customer and its authorised users, non-exclusive and non-transferable. The Customer is not permitted to sell, assign, sublicense or grant a security interest in or otherwise transfer any right in Spectrum Internet Service. This Agreement does not grant Customer any right to any Spectrum Internet software except the limited right to use set out in this sub clause.

4.8 The Customer shall comply at all times with all relevant statutory and licensing obligations in connection with accessing and using the Service.

4.9 The Customer agrees to provide if required at their premises a suitable environment for any equipment necessary to provide the service. The Customer agrees to permit reasonable access to Spectrum Internet employees, agents or contractors onto its premises whenever necessary for purposes of installation or repair of Spectrum Internet supplied equipment, or Openreach equipment, necessary to provide the service. Routers connected to the Spectrum Internet network must operate within legal power limits.

4.10 Save as indicated below (in 4.11), Spectrum Internet shall not be responsible for the installation of equipment necessary to provide the service or for any cabling. The Customer is expected to provide a standard BT Openreach NTE5 master socket. Installation of such a socket can be arranged at extra cost.

4.11 Spectrum Internet shall be responsible only for the installation of any equipment purchased from them under a managed service agreement or for payment at our standard hourly rate, and will not be responsible for other residential or business Customer Premise Equipment, even if purchased from Spectrum Internet . All routers are pre-configured and the service is "plug and play." Charges apply if settings need to be reconfigured.

4.12 Spectrum Internet will maintain the Service and provide the Customer and its authorised users of the Service such training, instructional material and other support service as deemed appropriate at Spectrum Internet 's then current prices for such support services, or via a nominated 3rd party support company.

4.13 The Customer acknowledges that Spectrum Internet will use e-mail as the primary method of contact with the customer. The Customer shall reasonably monitor the e-mail account it has specified for communications from Spectrum Internet in relation to the Service. All direct debit notifications

will be by email. Spectrum Internet shall not be held liable for failure to contact the Customer through alternative means or for loss of such emails in spam filters.

4.14 Any internal wiring issues beyond the termination of the copper pair in the recognised Openreach master socket (NTE5-type) are not the responsibility of Spectrum Internet . Spectrum Internet has a responsibility to supply a broadband and/or telephone service up to the point of termination of the copper pair from the Openreach exchange in the recognised master socket (NTE5) with face plate removed. It is the responsibility of the Customer to demonstrate that such provision to the Openreach master socket (with face plate removed) is not working on a standard router/PC/laptop setup which is known to work on another internet connection. There is no obligation for Spectrum Internet to carry out an onsite assessment of internet provision to the NTE5-type master socket for no charge. Spectrum Internet is responsible for giving reasonable instructions to the Customer (by telephone or in writing or by email or on its website at its sole discretion) for carrying out tests on the master socket - these are available on our website. If the Customer elects to invite Spectrum Internet to supply an engineer onsite (either a Spectrum Internet engineer or one from Openreach or any other nominated 3rd party) to troubleshoot the problem a charge will apply even in cases where internet provision to the master socket is deficient.

4.15 For broadband services , the Customer shall be responsible for the provision and maintenance of any PSTN circuit. Spectrum Internet shall not be held liable for any failure of the ADSL service due to any actions of the customer or a third party, or for faults which develop which leads to a disconnection or suspension of the PSTN circuit.

## **5 Spectrum Internet 's right to suspend the Service and reconnection charges**

5.1 Spectrum Internet reserves the right to suspend all or part of the Service provided to the Customer for operational reasons - such temporary disruption will be kept to an absolute minimum and advance warning will be given by email.

5.2 Spectrum Internet reserves the right to suspend all or part of the Service provided to the Customer or if it becomes aware of any actual or potential breach of its AUP by the Customer or other user of the Customer's Service. If the Customer fails to remedy any breach within 10 days after written notice then Spectrum Internet reserve the right to terminate this agreement in accordance with the provisions in clause 8.4.

5.3 Spectrum Internet reserves the right to suspend all or part of the Service if the provision of the Service might expose Spectrum Internet to criminal or civil liability of any kind.

5.4 Spectrum Internet shall only restore the Service to full operation if, on the information provided to it in relation to the reason for the suspension of the Service, it in good faith reasonably judges that there is no risk of the restoration of the Service exposing it to criminal or civil liability of any kind and/or its AUP is fully complied with.

5.5 Spectrum Internet reserves the right to suspend all or part of the service if payment is not received in accordance with the terms and conditions and such

service will only be resumed, and then entirely at Spectrum Internet 's discretion, if all monies outstanding have been received by Spectrum Internet including any reconnection fee. Further, this clause shall be without prejudice to Spectrum Internet 's right to terminate in any event the agreement in accordance with clause 8.4.

5.6 During any period of suspension the Customer agrees to continue to pay and to remain liable for all charges pursuant to these terms and conditions and the Customer's Order. Only by the Customer giving the standard notice to terminate, and payment of any termination fees, can such charges be avoided during service suspension.

5.7 Reconnection fees must be paid full prior to the service being reconnected. The standard reconnection fee is £75 incl VAT for home users and £75 excl VAT for businesses.

## **6 Warranties**

6.1 Spectrum Internet 's sole liability for any damages due to any defect or non-performance of the Service is limited to those actually proven as directly attributable to Spectrum Internet, limited to the monthly charges paid for the Service from the date said damages were incurred, but in no event more than three months of charges, subject to a ceiling of £250 in the aggregate under this Agreement.

6.2 Spectrum Internet will not be responsible for any delay in or failure of the Service due to any occurrence beyond Spectrum Internet 's reasonable control.

6.3 Spectrum Internet gives no warranties and accepts no responsibility in relation to the information of third parties accessed by the Customer by means of the Service.

6.4 Nothing in this Agreement shall be construed as to limit or exclude either party's liabilities in respect of death or personal injuries, or any inalienable statutory consumer rights of the Customer.

6.5 To the extent that the exclusions and limitations in this Agreement are in any jurisdiction contrary to any statute or rule of law, such exclusions and limitations are to that extent disapplied.

6.6 Spectrum Internet will not be liable for incidental, special or consequential damages. It shall not be liable to the Customer for any loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, and / or loss of data. It shall not be liable for any delay or failure in performing its obligations under the Agreement caused by any circumstances beyond its reasonable control (such circumstances including, without limitation, any regulatory or legal change).

6.7 Spectrum Internet makes no warranty, express or implied, relating to the fitness, purpose or quality of the Service.

6.8 All hardware provided with the Service, even where no charge for hardware is made, remains the property of Spectrum Internet.

6.9 Spectrum Internet may at any time assign or transfer the Agreement, or any of its rights and obligations under the Agreement, in whole or in part. The Customer must not assign or otherwise transfer the Agreement or any of the Customer's rights and obligations under the Agreement whether in whole or in part without Spectrum Internet 's prior written consent (such consent not to be unreasonably withheld).

## **7 Cancellation before commencement of delivery of services**

7.1 Once this Agreement has commenced (once the Customer has placed the order for services) the Customer may terminate this Agreement in accordance with Clause 8 and subject to any applicable Order Cancellation Fee. Performance of this Agreement is deemed to have commenced once the Customer has been advised of an installation/activation date for the services ordered. If the Customer terminates the agreement for the provision of Spectrum Internet services prior to the arranged installation/activation date the Order Cancellation Fee will be:

- a) £75 incl VAT for residential services
- b) £75 + VAT for business services

7.2 For orders placed over the telephone or internet only: Prior to Spectrum Internet commencing performance of this Agreement (delivery of services), the Customer may cancel this Agreement by informing Spectrum Internet of its intention to cancel within 7 days of the day after it entered into this Agreement with Spectrum Internet. The Customer may inform Spectrum Internet using any of the methods set out in Regulation 10 of the Consumer Protection (Distance Selling) Regulations 2000, but is advised to communicate either by post or e-mail as set out in Clause 10.1 of this Agreement. This clause does not apply to orders taken, or for orders involving consultation, in one of our offices, even if the order is subsequently submitted over the internet.

## **8 Term and Termination**

8.1 Once performance has commenced, this Agreement shall continue until terminated by either party.

8.2 Either party can terminate this Agreement in writing, subject to the minimum contract period and notice period associated with the service. Furthermore, notice of termination is not deemed to have been served unless receipt of the notice is confirmed by Spectrum Internet.

8.3 The minimum contract period and notification period are the periods as specified by Spectrum Internet within the Customer Order or as displayed on its website at the time of the Customer Order. In the absence of such written information, the contract period is 12 months and notice period is 30 days will apply.

The notice periods are included within the Minimum Contract Period e.g. the earliest notification date to cancel Line Rental can be given 30 days prior to the end of a 12 month Minimum Contract Period. The effective day would be the 365th day of the service.

Transfer of services to other providers (away from Spectrum Internet) may incur costs to the Customer. The Customer should check with 3rd party providers and ensure they are clear that the service is on either LLU or SLU if this is the case before proceeding with any transfer request. The Spectrum support team can confirm by telephone or email if the customer requests it. Many providers charge additional fees when transferring back to BT Wholesale resold services. There may also be greater disruption to services (to both broadband and telephone) under such circumstances. The Customer is free to port their telephone number away from Spectrum Internet under the same notice periods. Spectrum Internet charges for transferring service away



or ceasing service in the subloop (FTTC: when the Customer is served from a street cabinet). The fee is currently £150 incl VAT for residential users and £150 + VAT for business users.

8.4 Spectrum Internet shall not be required to give notice of the beginning of its performance hereunder. Spectrum Internet reserves the right to disconnect the Service if the Customer does not fulfil its obligations under this Agreement.

8.5 In the event of default which include failure by Customer to pay any amounts; or failure by either Party to cure any breach of a term or condition in this Agreement within 10 days after written notice; or if an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented, or a bankruptcy order is made by either Party, or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed of any of either Party's assets or undertaking or a resolution or petition to wind up either Party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation); or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order, the other party shall be entitled to terminate this Agreement without further liability, except that the Customer agrees to pay for all sums due both up to the time of such termination and for all sums due for the remainder of the minimum contract period.

## **9 Privacy Policy**

9.1 Spectrum Internet shall deal with all personal data relating to Customer which it acquires when entering into and performing this Agreement in accordance with its AUP.

9.2 Spectrum Internet complies with the provisions of the Data Protection Act 1998.

9.3 Spectrum Internet currently is not obliged to record Customer communications (e.g. websites visited, emails sent/received) under Home Office directives or relevant legislation but may do so at its sole discretion without informing the Customer.

## **10. Disputes, Jurisdiction, and Governing Law**

10.1 The parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between individuals of the parties who have authority to settle the same.

10.2 If the matter is not resolved through negotiation, the parties will attempt to resolve the dispute in good faith through an external dispute resolution procedure.

10.3 If the matter has not been resolved by the Resolution Procedure within thirty (30) days of the initiation of that procedure, or if either party will not participate in the Resolution Procedure, the dispute may be decided by the English courts and the parties submit to its exclusive jurisdiction for that purpose.

10.4 The Agreement shall be governed by English and Welsh Law.

## **11 General**

11.1 All notices (save where otherwise provided in this Agreement or in applicable legislation) from either party to the other shall be sent by first class

prepaid post or by e-mail. Spectrum Internet shall send all notices to the Customer's billing address or to the e-mail account notified to it by Customer. Customer shall send all notices to Spectrum Internet 's registered office address in Chepstow or e-mail address, as set out in Clause 1 of this Agreement.

11.2 This Agreement may not be assigned, delegated, transferred or otherwise dealt with, without the prior written consent of Spectrum Internet . The Customer authorises Spectrum Internet to assign or transfer this Agreement, including any and all billing and service provisioning activities, to any third party as necessary to enable Spectrum Internet to provide the Service.

11.3 No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, unless otherwise provided by legislation.

11.4 Save as otherwise provided for in this Agreement, this Agreement may not be waived, altered, or modified, except by document in writing signed by authorised representatives of Spectrum Internet and Customer. No agent, employee or representative of Spectrum Internet or the Customer has any authority to bind Spectrum Internet or the Customer to any affirmation, representation or warranty unless such is specifically included in this written Agreement.

11.5 The section headings in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

11.6 This Agreement shall be governed by and construed and interpreted in accordance with English law, and the parties submit to the jurisdiction of the English Courts.

11.7 If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

The parties further agree that this Agreement constitutes the complete and exclusive statement of the Agreement between them, and supersedes all proposals, oral, or written, and all other communications between them relating to the subject hereof. This order shall cumulatively contain the entire contract between the Parties.

We are continually reviewing our Terms and Conditions in line with the services we provide to our customers. Should you have any comments to make concerning the contents, please contact us.

If you would like to speak to us about our terms and conditions, or to request them electronically in a larger font, please contact us:

Post: Spectrum Internet Limited, Riverside Court, Beauport Park Way,  
Chepstow, NP16 5UH

Call: 029 200 22 355

Email: [marketing@spectruminternet.com](mailto:marketing@spectruminternet.com)

Website: [www.spectruminternet.com](http://www.spectruminternet.com)