

THESE TERMS AND CONDITIONS (the "Conditions") APPLY TO THE SUBSCRIPTION, PURCHASE AND USE OF ALL SUPANET'S PRODUCTS AND SERVICES THAT ARE INTENDED FOR USE BY RESIDENTIAL CONSUMER CUSTOMERS (i.e. not businesses).

THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS

THESE CONDITIONS COME INTO EFFECT ON 1st September 2014

**Important Information:**

THESE CONDITIONS COMPRISE AND ARE MADE UP OF, WHERE APPLICABLE, THE FOLLOWING TERMS AND CONDITIONS (INCLUDING ANY DOCUMENTS REFERRED TO IN THOSE TERMS):

- The Multi-Play Package Agreement (applicable when services and/or equipment are provided to you as part of a package of services)
- These Residential Terms and Conditions
- Service Terms applicable to the individual service that we provide, including:
  - Broadband
  - Line Rental
  - Calls/Talk
  - Enhanced Services
- Price List
- Acceptable Use Policy
- Privacy Policy
- Special Promotion Terms and Conditions

In the event of any conflict or discrepancy between the above terms they shall prevail and take priority in the order listed above.

YOU WILL BE DEEMED TO HAVE RECEIVED THESE CONDITIONS WITHIN 48 HOURS OF THEM BEING SENT TO YOU AND BY USING THE SERVICES YOU WILL BE DEEMED TO HAVE ACCEPTED THESE CONDITIONS. IF YOU FEEL THAT THESE DOCUMENTS DO NOT ACCURATELY REFLECT YOUR UNDERSTANDING OF WHAT HAS BEEN AGREED, OR IF YOU DO NOT UNDERSTAND ANY PART OF THEM, YOU SHOULD LET SUPANET KNOW. IT WILL BE MORE DIFFICULT FOR YOU TO ENFORCE A TERM THAT YOU THINK HAS BEEN AGREED IF IT IS NOT AGREED IN WRITING.

THE CONTRACT BETWEEN YOU AND SUPANET IS CONCLUDED THROUGH DISTANCE MEANS WHEN WE ISSUE YOU WITH YOUR ORDER CONFIRMATION. THIS MEANS THAT YOU HAVE A 'COOLING OFF' PERIOD DURING WHICH YOU CAN CHANGE YOUR MIND ABOUT TAKING OUR PRODUCTS AND/OR SERVICES. FOR FULL DETAILS PLEASE SEE CONDITION 11 WHICH SETS OUT YOUR CANCELLATION RIGHTS.

SHOULD THINGS GO WRONG WE HAVE A CUSTOMER COMPLAINTS CODE WHICH TELLS YOU HOW YOU CAN MAKE A COMPLAINT AND WHAT WE WILL DO TO TRY AND RESOLVE YOUR COMPLAINT AND PUT THINGS RIGHT. OUR CUSTOMER COMPLAINTS CODE CAN BE FOUND AT [www.supanet.co.uk/info](http://www.supanet.co.uk/info)

**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 under the heading "Defined Terms". Others appear in the text of these Conditions:

**2. Contract Formation**

- 2.1 If you complete your **Registration Form** online you will have the opportunity to check the form before you submit it to **Supanet** so that you can correct any input errors.
- 2.2 Completing and submitting an online **Registration Form** (or confirming an order over the telephone with one of our agents) will be treated as an offer by you to purchase the **Service(s)** and any **Equipment** for the price specified in the **Registration Form** or advised to you over the telephone. Upon receipt of your **Registration Form** or verbal request **Supanet** will verify your order and will send you an **Order Confirmation** accepting your order. The contract between you and **Supanet** is formed and becomes legally binding when you receive the **Order Confirmation**.
- 2.3 **Supanet** may decline your order for whatever reason. If we do you will be notified as soon as possible.
- 2.4 The **Contract Minimum Period** starts on the **Start Date**. The applicable **Contract Minimum Period(s)** will be set out in your **Order Confirmation**.

**3. The Services**

- 3.1 In exchange for your payment of the **Charges**, we will provide you with the chosen **Service(s)** and any **Equipment** for use in connection with the **Service(s)**. You agree to use and pay for the **Service(s)** on the terms and conditions of the **Contract**.
- 3.2 If we provide you with more than one **Service**, you will have a separate **Contract** for each **Service**. If we provide you with two or more **Services** as part of a package then the terms of the **Multi-Play Package Agreement** will also apply to the **Services** you receive as part of that package, which shall, in the event of any discrepancy, take priority over these **Conditions**.

- 3.3 Activation of the **Service(s)** may result in you experiencing a temporary loss of your analogue line. We accept no responsibility for and will not be liable for this loss.
- 3.4 Where we agree to provide you with bundled **Service(s)** we may nominate a specialist partner to perform and deliver elements of the bundled **Service(s)**. Our specialist partners will supply elements of the **Service(s)** in accordance with terms of the **Contract**. Whilst the specialist partner will invoice you directly for the elements of the **Service(s)** they provide, the aggregate cost of the bundled **Service(s)** will not exceed the **Charges** you have agreed with us. Our nominated **Collection Agent** will collect all payments to make things easier for you.

3.5 The **Service(s)** will only be provided to the **Service Address**.

**4. Business Use**

- 4.1 The **Service(s)** and any **Equipment** are provided exclusively for personal use and must not be used for business or commercial use.
- 4.2 If you use the **Service** for business purposes you agree that you do so without any conditions, guarantees or warranties, whether express or implied including but not limited to any warranties or conditions as to satisfactory quality or fitness for a particular purpose, which are hereby expressly excluded to the maximum extent permitted by law. If you are a business user, we will not be liable to you (and hereby exclude our liability) for consequential and indirect losses and/or any loss of profit, business opportunity, goodwill, reputation, revenue and/or anticipated savings, wasted expenditure and/or loss of data suffered by you in connection with the **Service**, whether in contract, tort (including negligence or otherwise) and whether or not such losses were foreseeable at the time you entered into the **Contract**.

The **Cancellation Period(s)** in condition 11 below do not apply to business users.

**5. Quality of Services**

- 5.1 We do not warrant (or promise) that the **Service(s)** will be free of defects, uninterrupted or secure but we will endeavour to correct reported defects as soon as we reasonably can. In performing its obligations under the **Contract**, **Supanet** will exercise the care and skill to be reasonably expected of a competent service provider providing services of the nature being provided.
- 5.2 **Supanet's** provision of the **Service(s)** is dependent upon the operation of the **Telecom Provider's** telecommunications network and, where appropriate, the operation of the Internet in general. **Supanet** will not be liable for any failure or delay in service that is due to problems with any **Telecom Providers'** telecommunications network or the Internet in general, except to the extent that those problems are caused by **Supanet's** negligence.
- 5.3 Where you use **Third Party Equipment** in conjunction with the **Service(s)** and **Supanet's** provision of the **Service(s)** is dependent upon the operation of that **Third Party Equipment**, we will not be liable to you for any failure or delay in service caused or due to problems with the **Third Party Equipment**, except to the extent that those problems are caused by **Supanet's** negligence.
- 5.4 From time to time **Supanet** may suspend the whole or any part of the **Service(s)** 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.co.uk/info> or by e-mail. **Supanet** will not be liable to you for any loss you (or any users of the **Service(s)**) may suffer as a result of such suspension.

5.5 Whilst **Supanet** uses reasonable endeavours to keep its **Service(s)** secure and free of viruses, worms and other hostile code it does not guarantee that this will be the case. **Supanet** reserves the right to suspend the whole or any part of its **Service(s)** at anytime 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.

**6. Privacy Policy**

To enable **Supanet** to provide you with a **Service** we will collection information about you, which we will hold on our computer database. The information we collect and the ways we use your personal data are detailed in the **Privacy Policy**. For the purposes of providing you with telephone support you agree to your personal data being accessed from outside the EEC.

**7. Charges, Payment Terms, Credit Limits and Deposits**

- 7.1 You agree to pay all **Charges** for the **Service(s)** and any **Equipment**, together with any and all additional charges referred to either in these **Conditions**, your **Order Confirmation** or the **Price List**. All **Charges** include any applicable Value Added Tax (VAT).
- 7.2 We may ask you to pay a non-interest bearing deposit. Any deposit will be a reasonable amount that reflects the level of your payment obligations to us, your historic or anticipated use of the **Service(s)**, your payment history and/or your credit rating. You agree that we can apply any deposit against sums that are owed to us. You may request the return of any deposit but acknowledge that we may first deduct any sums that are due to us and your credit limit may be reduced and/or payment terms changed
- 7.3 We may impose a credit limit either at the start of your **Contract** or at any time during the **Contract**. Unless we agree with you otherwise, your credit limit will be set at an amount equal to the fixed recurring charges applicable to the **Service(s)** plus £30. This includes a £20 credit limit that applies to call charges made outside of any inclusive call package. You may request us to increase your credit limit at any time by contacting us, but our agreement may be conditional upon you paying a non-interest bearing deposit or providing some other form of security. We may reduce the credit limit depending upon your payment history. Where we do we will contact you in advance. We may suspend or restrict your **Service(s)** in the event of your credit limit being exceeded but we will not be under

obligation to do so. **You** will remain liable for **Charges** incurred in excess of the credit limit. Where **your** credit limit is exceeded **we** may ask **you** to pay all **Charges** in excess of **your** credit limit as a condition to **us** removing any restriction or reinstating any **Service(s)**.

- 7.4 **You** agree to pay the **Charges** by Direct Debit or by debit/credit card. For payments made other than by Direct Debit additional charges may apply. These charges are set out in **our Price List**.
- 7.5 By entering into a contract with **Supanet** and agreeing to take a **Service**, **you** agree that **Supanet** may, whether itself or by instructing a third party to do so on its behalf, carry out credit checks on **you** at any time. **We** may make searches about **you** with credit reference agencies using the information **you** have supplied to **us**. The credit agencies will provide **us** with credit information about **you**, which may also include information obtained from the Electoral Register. A record or 'footprint' of any credit search **we** make with credit reference agencies will appear on **your** credit file. This footprint may be seen by other organisations that carry out a credit search on **you**. This may have a positive or a negative impact on **your** credit rating. **We** may use information **you** provide to **us** and the information **we** receive from any credit search to assess the creditworthiness (which may involve credit scoring) of **you** and those with whom **you** are linked financially and/or who are part of **your** household as well as to confirm **your** identity and address. **We** may also use this information to take decisions about the operation of **your** account, including whether to impose credit limits, request a deposit or restrict **your** use of certain **Service(s)** as well as to trace debt. **We** may also provide details of **your** payment history with **us** to credit agencies.
- 7.6 **Supanet** requires **you** to enter into a separate agreement with **our Collection Agent** for the purposes of establishing, administering processing and collecting payments due from **you** for the **Service(s)** **we** provide.
- 7.7 Certain one off **Charges** are payable immediately, for example set-up, installation, connection or activation charges. Subscription and usage **Charges** will be calculated from the **Start Date**. **Charges** for subscription or rental are generally payable monthly in advance whilst usage related charges e.g. calls or bandwidth usage charges are payable monthly in arrears.
- 7.8 **Your** first bill may be higher than subsequent bills as it will include any one-off charges (for example, set-up, installation or connection charges) **your** subscription and usage charges from the **Start Date** to the date of **your** first bill as well as **your** subscription charges for the following month (payable in advance). After that, **we** will bill **you** at regular intervals, although **we** may bill **you** and collect payment for any time for one off charges as soon as they are incurred. **We** may also produce bills at different times if **you** have failed to keep to the payment terms or if the **Charges** on **your** account are much higher than expected.
- 7.9 Unless **you** specifically request **us** to send **you** a paper bill (and **you** pay the appropriate charge detailed in the **Price List**) all bills will be made available to **you** online and can be viewed by **you** logging on to Showmybill.
- 7.10 **You** agree to pay the **Charges** as soon as **you** receive **your** bill, unless **we** agree with **you** to the contrary.
- 7.11 If **you** dispute any **Charges**, **you** must notify **Supanet** within 30 days from the date of the bill containing the disputed charge and giving **us** full written reasons why the **Charge(s)** is/are disputed. **You** must still pay all undisputed charges in full by the due date.
- 7.12 Usage based charges are calculated in accordance with information recorded by or on behalf of **Supanet** and, except in the case of manifest error, **you** agree that **Supanet's** records shall be accepted as evidence of **your** usage of the **Service(s)**.
- 7.13 **You** are responsible for all **Charges** incurred as a result of the use of the **Service(s)** whether the use is by **you** or someone else except where unauthorised usage occurs as a result of **our** negligence.
- 7.14 Should **your** Direct Debit and/or debit/credit card instruction fail for whatever reason an **Administration Charge** of £10 will become immediately due and payable and added to **your** account. **You** also agree that **we** can collect the outstanding payment using any other payment method **you** may have authorised **us** to use.
- 7.15 If **you** do not pay **your** bill in full by the due date **we** will send **you** reminders. If **you** have still not paid in full within 7 days of the due date **we** may:
- Impose a **Late Payment Charge** of £10;
  - Charge **you** daily interest on any overdue payment at a rate equal to 4% per annum above the base-lending rate of National Westminster Bank plc from time to time; and/or
  - vary **your** payment terms in respect of future payments;
  - suspend and/or restrict **your** use of the **Service(s)** without liability to **Supanet**; and/or
  - terminate **your Contract** with **Supanet** in accordance with **condition 9.1**.
- The charges referred to in condition 7.13 and sub-paragraph (a) above are not subject to VAT as they are payments to compensate **us** for **you** breaking the terms of **your** agreement.
- 7.16 If **you** wish to resume a **Service** after it has been suspended or terminated a **Reconnection Fee** may apply.
- 7.17 **Supanet** reserves the right to charge an **Abortive Visit Charge** in the event an engineer attends at **your Service Address** at a previously agreed appointment slot and is unable to gain access to the Service Address, is prevented by **you** or the condition of the Service Address from undertaking the work, **you** or your authorised representative are not present or a responsible adult is not present. If the purpose of the appointment is to investigate

and/or repair a fault with the **Service** reported by **you** and the cause of the fault is caused by **your** act or omission, by the internal wiring of or the environment within the **Service Address**, **Third Party Equipment**, the misuse of the **Service** or a failure by **you** to comply with **your** obligations under these conditions an **Abortive Visit Charge** may also be payable. **You** will not be charged an **Abortive Visit Charge** where the visit is abortive due to **Supanet's** negligence or is the fault of the engineer. **We** may change the **Abortive Visit Charges** from time to time to reflect changes to third party engineer's charges. Current charges will appear in the **Price List**.

- 7.18 The amount **you** pay for non-usage based charges (for example line rental and broadband subscription but not call charges) shall remain fixed throughout the applicable **Contract Minimum Period**. This is known as the '**In Contract Price**'. After the expiry of the **Contract Minimum Period** the **Out of Contract Price(s)** shall apply to non-usage based charges from the expiry of the **Contract Minimum Period** until the agreement for the relevant **Service(s)** is/are terminated or **you** enter into a new agreement with **us** for the provision of the **Service(s)**. Where '**In Contract**' and '**Out of Contract**' prices apply, these prices will be stated in **your Order Confirmation**.
- 7.19 If **we** do not receive the **Charges** from **you** as they fall due, **we** may instruct an external debt collection agency to collect the unpaid charges on our behalf. **You** will have to pay **us** extra compensation for breaking **your** contract which will not exceed the charges **we** have to pay to the external debt collection agency (which may vary depending upon how much **you** owe). These charges will be added to the amount **you** owe.
- 8. Your Responsibilities and Obligations**
- Use of the Service(s)
- 8.1 The **Service(s)** are designed and intended for private use only and may only be used for **your** own personal use and enjoyment. Except as provided below, **you** are responsible for **your** use of the **Service(s)** and for any use of the **Service(s)** by others 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 **Service(s)** made via **your** account without **your** authority which occurs as a result of **Supanet's** negligence or breach of these **Conditions**.
- 8.2 **You** agree to follow any reasonable instructions **we** may give **you** regarding use of the **Service(s)**.
- 8.3 Any content, software or materials **we** may supply **you** with as part of the **Service(s)** is for **your** personal use only and **you** agree that **you** will not copy, change or publish the material in any way or use of supply it to some else for any business purpose or use.
- 8.4 Should **we**, any of our associated companies or our **Telecoms Providers** require permission from someone else for the purposes of providing the **Service(s)**, for example if there is a need to cross their land or site equipment on their premises, **you** agree to obtain the permissions or, where appropriate, co-operate with **us** and provide reasonable assistance in securing the permission(s).
- General
- 8.5 **You** agree that **you**:
- are over 18 years of age;
  - will comply with any policies or guidelines **we** publish governing how **you** are allowed to make 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 an 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;
  - except for **Equipment** that **we** agree to provide for use in connection with the **Service(s)** **you** are responsible for providing all hardware, software or other equipment necessary to enable **you** to use the **Service(s)**;
  - will provide true, complete and accurate information in any communication with **us** including when **you** order or register to use the **Service(s)** and that **you** will notify **Supanet** immediately of any changes to the information provided;
  - will take all steps necessary to ensure that any password allocated to **you** is kept confidential and is not used by any third party and 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 **Service(s)**;
  - will make appropriate security and confidentiality provisions in relation to **your** use of the **Service(s)**; and
  - will keep any appointments agreed with **Supanet** or its agents, for the provision of the **Service** that are necessary for the repair of the **Service** and acknowledge that failure to do so may result in an **Abortive Visit Charge** or a **Cancelled Appointment Fee** becoming payable by **you**.
  - must not use the **Service(s)** or allow the **Service(s)** to be used to make calls, send data, publish, receive or send material which is or may reasonably be deemed by **us** or **our Telecoms Providers** to be offensive, indecent, defamatory, menacing, a nuisance, racist, a hoax or likely to cause annoyance, inconvenience or needless anxiety to another or to infringe the intellectual property rights of any third party or in such way as to constitute a criminal offence.

**9. Breach of your Obligations**

- 9.1 If you breach, or we reasonably suspect that you have breached or may breach of any of your obligations under these **Conditions** (including but not limited to payment of **Charges**) or our **Acceptable Use Policy** we may terminate and/or suspend the provision of the whole or any part of the **Service(s)** without prior notice.
- 9.2 Suspension of the **Service(s)** under **condition 9.1** will continue until such time as we have 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 we are satisfied that it will not occur again. If we find that you have breached your obligations under these **Conditions** or we reasonably suspect that you may breach or will continue to breach your obligations, we shall be entitled to terminate the provision of the whole or the relevant part of the **Service** pursuant to condition 9.1 and subject to condition 9.3 below.
- 9.3 If we terminate the provision of the **Service(s)** during the **Contract Minimum Period** as a result of your breach then, in addition to any other **Charges** that may become due and payable upon termination, you will be liable to pay an **Early Termination Charge**. The **Early Termination Charge** shall become immediately due and payable by you upon termination.
- 10. Equipment Agreement**
- 10.1 Where **Supanet** supplies or procures the supply of **Equipment** to you for use in connection with the **Service(s)**, **Supanet** or its representative will deliver or **Supanet** shall procure the delivery of the **Equipment** to the **Service Address** or another location in the United Kingdom notified to **Supanet** by you. The **Equipment** will normally be delivered to you within (14) fourteen days of the date of your **Order Confirmation** and before the **Start Date**, whichever is the later. In any event delivery will take place within 30 days of the date on which your order was accepted. The cost of delivery is included in the **Charges** unless we advise you to the contrary in writing. If you fail to take delivery of the **Equipment**, we reserve the right to charge you for any additional charges that we incur as a result.
- 10.2 You must inspect the **Equipment** upon receipt and inform **Supanet** in writing within five (5) days of delivery of any damaged or missing items.
- 10.3 The risk of damage to or loss of the **Equipment** passes to you when the **Equipment** is delivered to you. This means that you will be responsible if the **Equipment** is stolen, lost or damaged after it has been delivered to you.
- 10.4 If you have purchased **Equipment** from **Supanet**, it will not belong to you until you have paid for it in full. You must make payment in full for the **Equipment** prior to delivery, unless we agree in writing that payment is deferred to a later date (whether in part or in its entirety). Full details will be set out in your **Order Confirmation**.
- 10.5 If the **Equipment** is provided to you as part of your subscription to the **Service(s)**, the **Equipment** will remain the property of **Supanet** or its agents/affiliates and you may not dispose of it, sell it, or lend it to anyone. You must maintain the **Equipment** in good condition (fair wear and tear accepted). You must also return the **Equipment** to us within 14 (fourteen) days of the cancellation or termination of your **Contract**, at your cost. If you fail to do so, you will be liable to pay for the **Equipment** at the price we charged for the **Equipment** on the day you ordered the **Service(s)**, as stated in the **Price List**. If the **Equipment** you return is damaged or incomplete you must pay the cost of repairing the **Equipment** or replacing the missing parts or (if this is not possible or economically viable) the price we charged for the **Equipment** on the day you ordered the **Service(s)**, as stated in the **Price List**.
- 10.6 Before you install any software supplied with the **Equipment** and before you connect it to your PC or other hardware, you should back up or save any data. You must install the **Equipment** and any software provided with the **Equipment** in accordance with the installation instructions provided. **Supanet** will not be liable for any damage caused by installation of the **Equipment** and/or any software supplied with the **Equipment** other than in accordance with the installation or other instructions that may be given by **Supanet**.
- 10.7 **Equipment** purchased from **Supanet** is normally covered by a manufacturer's warranty. The length of the warranty will vary depending upon the manufacturer but will not normally be less than twelve (12) months from the date of purchase. Details relating to the manufacturers' warranty will be supplied with the **Equipment**. If the **Equipment** develops a fault you should contact **Supanet**.
- 10.8 In the event that a fault develops with **Equipment** supplied by as part of the **Service(s)** you should contact us and we will arrange a replacement. You must return the faulty **Equipment** to **Supanet** or its appointed agent within 14 days of receipt of the replacement **Equipment**. If you fail to do so within 14 days, **Supanet** reserves the right to charge you the full replacement cost for the **Equipment** unless actual proof of postage and/or delivery can be provided to **Supanet**.
- 10.9 If you use third party equipment, hardware or software in conjunction with or as part of the **Service(s)** **Supanet** cannot be held responsible for any interruptions to or degradation of the **Service(s)** caused by or attributable to such third party hardware or software and **Supanet** does not accept liability for any faults you may encounter except where caused by **Supanet's** negligence. Should you encounter a problem with third party hardware or software you should contact either the person who sold you the item or the manufacturer.
- 11. Right to Cancel – Cooling Off Period**
- 11.1 The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations") give consumers the right to cancel orders for goods and services purchased at a distance at any time up to 14 days after the date of your order ("the **Cooling Off Period**"). The following conditions set out how the Regulations apply to your purchase of goods and service from **Supanet** by distance means.

#### Services

- 11.2 You have the right to cancel your order for the **Service(s)** at any time during the **Cooling Off Period** by giving us notice in writing or by telephone. Details on how to cancel can be found in your **Welcome Pack** and on our **Website**. Unless you ask us to provide the **Service(s)** sooner, we will not provide the **Service(s)** until the **Cooling Off Period** has expired. Should we agree to provide the **Service(s)** during the **Cooling Off Period**, at your request, you will not lose the right to cancel during the **Cooling Off Period** but you will be charged for the using the **Service(s)**, including a proportion of any fixed monthly charges, all usage charges, as well as any connection or activation charges associated with the **Service(s)**. Any discounts that were given as a condition to you taking the **Service(s)** will be ignored and the charges will be calculated on a full cost basis. You are also required to return to us at your cost any **Equipment** already supplied to you within 14 days from when you give notice of cancellation. You will not be entitled to a refund of any delivery charges. Should you fail to return the **Equipment** or it is lost or damaged you will be charged the lesser of an amount equal to the price of the **Equipment** as stated in our **Price List** at the date of your order or, in the case of damage or missing parts only, the cost of any economic repair and/or replacement of missing parts.

#### Equipment

- 11.3 If we separately sell you **Equipment** (as distinct from providing you with **Equipment** without charge) you have a period of fourteen (14) days from the date you received the **Equipment** if you change your mind and cancel your order. You are required to return the **Equipment** to us within 14 days of cancellation at your cost. We will issue a refund within 14 days of cancellation less any delivery charges. Should you fail to return the **Equipment** or it is lost or damaged you will be charged the lesser of an amount equal to the price you paid us for the **Equipment** or, in the case of damage or missing parts only, the cost of any economic repair or replacement parts.

#### 12. Termination and Suspension

##### Termination by You

- 12.1 After the end of the **Cooling Off Period** referred to in condition 11, you may terminate your contract with us at any time by giving not less than 30 days prior notice. You can give notice through a variety of means, including by telephone, email and letter (addressed to 'Supanet Terminations Department', TCS Centre, Time Technology Park, Blackburn Road, Burnley, Lancashire BB12 7TW) or by any other method that may be stated on our website from time to time. For more information, including telephone numbers, email addresses and postal addresses please see [www.supanet.co.uk/info](http://www.supanet.co.uk/info).

##### 12.2 If:

- we receive notification via an approved industry transfer process, that you are transferring your **Service(s)** to another provider we shall; or
- you cancel your Direct Debit or any continuous payment authority without contacting us to arrange payment by alternative means we may treat your **Contract** as having been terminated by you.

- 12.3 You may terminate the **Contract** immediately if **Supanet** materially breaches any of the terms of the **Contract** and has failed to remedy the breach within thirty (30) days of being requested by you to do so in writing.

##### Termination by Supanet

- 12.4 **Supanet** may terminate this **Contract** immediately by giving you written notice if you are in material breach of these **Conditions** (including any failure to pay **Charges** within 7 days of them becoming due), if you have given us false information, if you become bankrupt or enter into a formal arrangement with your creditors.

- 12.5 **Supanet** may terminate its **Contract** with you at any time by giving you not less than 30 days prior notice in writing.

- 12.6 If **Supanet** is prevented from providing the **Service(s)** for any regulatory or legal reason or as a result of the withdrawal of services by **Supanet's** providers, including but not limited to BT, **Supanet** can immediately terminate its **Contract** with you.

##### Payments Due On Termination

- 12.7 We will refund any money that we owe you within 14 days of the date of termination by will first deduct any money that you owe us.
- 12.8 If your **Contract** has deferred or postponed **Charges**, payment of these charges may be triggered by termination. Any such payments will be referred to in your **Order Confirmation**.
- 12.9 If notice is given to terminate the **Contract** before the end of any relevant **Contract Minimum Period** (except where notice is given by **Supanet** in accordance with condition 12.5 or 12.6 or by you in accordance with condition 12.3) then you are required to pay us compensation for ending your **Contract** early. The amount of compensation you must pay (referred to as an **Early Termination Charge**) will not be more than the **Charges** you would have paid for the **Service(s)** during the remainder of the **Contract Minimum Period** (assuming you would have used the **Service(s)** to the minimum extent contractually possible during this period) less any costs that we are able to save as a result of the early termination, including any cost savings made as a result of us not having to provide the **Service(s)**. Full details of how this charge is calculated is in the **Price List**, which can be found at [www.supanet.co.uk/info](http://www.supanet.co.uk/info).

- 12.10 You may, in addition to the **Early Termination Charge**, be required to pay a **Cease Charge** in respect of any broadband service, details of which are set out in the broadband Service Terms.

12.11 If **Supanet** has supplied **you** with **Equipment** as part of the **Service(s)** **you** must return the **Equipment** to **Supanet** within fourteen (14) days of cancellation or termination of the **Contract**. If **you** fail to do so **you** will be liable to pay for the **Equipment** at the price for the **Equipment** on the day **you** ordered the **Service(s)** as set out in the **Price List**.

#### Suspension

12.12 **Supanet** reserves the right to immediately suspend or restrict **your** access to the **Service(s)** or any part of them if we believe **your** use of the **Service(s)** causes or is likely to cause the whole or part of the **Service(s)** to be interrupted, damaged, rendered less efficient or in any way impaired, if **your** use of the **Service(s)** in **Supanet's** reasonable opinion contravenes the **Acceptable Use Policy**, or **Supanet** reasonably believes **you** are in breach of any other of **your** contractual obligations including but not limited to **your** payment obligations

### 13. Warranties and Liability

13.1 **We** make no warranties (or promises) and accept no responsibility for the accuracy of any material, data or information provided to, access 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 **Service**. **We** will use reasonable endeavours to ensure that any material data and information **we** provide will be accurate but do not promise that it will be complete, sufficient or error free.

13.2 **Your** use of third party hardware and/or software in conjunction with the **Service(s)** 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 **Service(s)** or any loss or damage caused by or attributable to any third party hardware or software, except insofar as maybe caused by **Supanet's** negligence.

13.3 **Supanet** does not seek to exclude or limit its liability for fraudulent misrepresentation or for death or personal injury resulting from **Supanet's** negligence.

13.4 **We** 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.

13.5 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), **Supanet's** liability in respect of direct loss suffered by **you** shall be limited to £250 in respect of anyone event or series of related events.

13.6 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), **Supanet** will not in any event be liable for any loss or damage arising in connection with or arising out of the provision, functioning or use of the **Service** that was not reasonably foreseeable at the time the **Contract** was entered into and **we** shall not be liable for any other damages except as provided in the **Contract**.

### 14. Changing the Terms of this Contract (Including Price and Service Changes)

14.1 **We** may need to make changes to the terms of **your Contract** with **us**, including the **Charges** or the terms and conditions upon which a particular **Service** is provided. This condition 14 explains **your** rights under this **Contract** in the event such a change is made.

14.2 All changes made to **your Contract** (which includes **our** terms and conditions) or changes to our **Charges** or **Services** will be posted on our **Website** at [www.supanet.co.uk/info](http://www.supanet.co.uk/info).

14.3 If **we** consider the proposed change is likely to be of material detriment to **you** then:

- We** will inform **you** of the proposed change giving **you** not less one month prior to the date on which the change is due to come into effect. Notice will be given to **you** in writing in accordance with condition 16.1.1 and/or by SMS, a notification through Showmybill or other permitted means. Sufficient notice will be deemed to have been given to **you** if the notice is sent to the postal address, email address or mobile telephone number **you** provided to **us** when **you** ordered the **Service(s)** or any alternative address or number subsequently notified to **Supanet**.
- If the proposed change is of material detriment to **you** can terminate **your Contract** with **us** without penalty by giving notice in accordance with condition 14.5.
- We** will inform **you** of **your** entitlement to cancel in accordance with condition 14.5 when **we** notify **you** of the change in accordance with condition 14.3(a).

14.4 Changes made during the **Contract Minimum Period** that:

- increase **your** monthly or annual non-usage based charges for **Services** (such as line rental and broadband subscriptions) or any material changes to other **Charges**;
- make a significant change to the **Services(s)** so that the **Service(s)** **you** receive from **us** in return for the payment of the **Charges** is/are materially altered or reduced;
- make a significant change to any inclusive usage allowances or any service level inclusive allowance that results in an effective price increase;
- significantly change the terms and conditions of **your Contract** to **your** material disadvantage

will be regarded as changes giving **you** the right to terminate **your Contract** in accordance with condition 14.5 below without penalty or payment of any **Early Termination Charge**.

**Our Charges** are inclusive of VAT and the rate at which VAT is charged or how VAT applies to the **Service(s)** may change from time to time. If there is a change in the rate of VAT or how it is applied to the **Service(s)** **we** may increase the **Charges** to reflect these changes. Should **Supanet** do so any increase will not be regarded as a price increase and will not be considered as being to **your** material detriment.

14.5 If **you** reasonably consider a change **we** have notified to **you** is to **your** material detriment **you** may cancel the affected **Service(s)** without penalty or payment of any **Early Termination Charge** that may otherwise be payable. To exercise this right **you** must give **us** 30 days written notice of cancellation in accordance with condition 16.1.2 below. Notice must be given to **Supanet** within 30 days from the date on which **you** were first notified of the change. If **you** fail to serve notice within this period **you** will be deemed to have accepted the change and will lose **your** right to end the **Service(s)** in accordance with this condition. **We** will cancel the affected **Service(s)** on the expiry of **your** notice given in accordance with this condition. During the notice period **you** will not be bound by the change.

14.6 Only **Service(s)** directly affected by any change can be cancelled in accordance with condition 14.5. **Your Contract** will continue for any remaining unaffected **Service(s)**.

14.7 If **we** need to make changes to **our** terms and conditions (including changing the **Charges**) for reasons outside of **our** control (for example if changes are made to meet legal, regulatory or financial requirements) **we** will notify **you** of the changes as soon as **we** can. If **you** wish to end any affected **Service(s)** **you** will not be able to do so in accordance with condition 14.5 and an **Early Termination Charge** may be payable if **you** cancel during the **Contract Minimum Period**.

14.8 If **we** wish to make minor changes to **our** terms and conditions and/or the **Service(s)** that **we** do not consider being to **your** material detriment **we** may do so. These changes will be also posted on the **Postboard** and could include:

- making alterations to the **Service(s)** **we** consider are necessary to improve the quality of the **Service(s)** or which are beneficial to **our** customers (for example if **we** make new features available as part of the **Service(s)**);
- changing terms and conditions of the **Contract** to reflect improvements **we** make to **our** operations and the way **we** do business with **you** (for example changes to **our** policies and procedures or **our** business practices) or changes made to enhance security or accessibility or for technical reasons;
- minor changes or additions that do not affect **you** significantly, which improve or update or harmonise **our** terms and conditions.

### 15. General

15.1 Any particular right that **you/we** may have under the **Contract** will not affect any other right that **you/we** may have at law or under the **Contract**

15.2 If either **you** or **we** choose not to enforce or rely on any right that **you/we** may have under the **Contract**, **you/we** will not be prevented from relying upon that right should **you/we** choose to enforce or rely on it at a later date.

15.3 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**.

15.4 The **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**.

15.5 Although formed outside of the United Kingdom we agree that the **Contract** is governed by the relevant United Kingdom law (England and Wales, Scotland or Northern Ireland) and any disputes under it will be decided by the relevant courts of the United Kingdom.

15.6 Neither **you** nor **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.

### 16. How to Give Notice

16.1 If either of **us** gives a notice to the other under the **Contract** (including, without limitation, to cancel the **Contract** or a **Service**) this must be done in writing, either by email, delivery by hand or first class post, sent to the intended recipient at the following address:

16.1.1 To **Supanet**: at the postal address or email address shown on the **Supanet** website at [www.supanet.co.uk/info](http://www.supanet.co.uk/info) or an alternative address which **we** may give **you**.

16.1.2 To **you**: at the postal or email address **you** specify when registering for the **Service** or an alternative address which **you** may give to **Supanet**, or at the email address provided to **you** as part of the **Service**.

### 17. Defined Terms

"**Abortive Visit Charge**" means the amount specified in the **Price List** from time to time.

"**Acceptable Use Policy**" means the acceptable use policy at <http://www.supanet.co.uk/info>.

"**Administration Charge**" means the charge to compensate **Supanet** for additional administration costs associated with a failed collection by means of Direct Debit or credit/debit card as set out in the **Price List**;

"**Charges**" means the charges payable by **you** for the **Service**, details of which appear on the **Price List**;

**"Cancelled Appointment Fee"** means the charge for late cancellation by **you** of an engineer's appointment at the **Service Address** that was previously agreed by **you** as stated in the **Price List**;

**"Collection Agent"** means Total Care and Support Limited of Time Technology Park, Blackburn Road, Burnley, Lancashire, BB12 7TW

**"Connection Charge(s)"** mean charges for connecting, installing or activating a **Service** as listed in the **Price List** and/or specified in **your Order Confirmation**;

**"Contract"** means the agreement between **us** which is made up of these **Conditions**, the **Order Confirmation**, the applicable Service Terms, the **Price List**, the **Privacy Policy** and the **Acceptable Use Policy**.

**"Contract Minimum Period"** means the minimum subscription period that applies to the Service(s) as set out in the **Order Confirmation** and/or **Price List**.

**"Early Termination Charge"** means the charge payable by **you** to compensate **Supanet** for the early termination of **your Contract**. This charge will not be more than the **Charges** **you** would have paid for the **Services** during the remainder of the **Contract Minimum Period** (assuming **you** would have used the **Services** to the minimum extent contractually possible during this period) less any costs that **we** are able to save as a result of the early termination, including any cost savings made as a result of **us** not having to provide the **Services**. The amount of the charges is calculated by multiplying the number of remaining of the **Contract Minimum Period** as at the date notice of termination is given or deemed to have been given (rounded up to the nearest month) multiplied by the compensation rate stated in the **Price List** plus an addition a fixed charge of £50 if notice of termination is given in the first 12 months of the **Contract Minimum Period** or £25 if given thereafter;

**"Equipment"** means any equipment supplied to **you** by or on behalf of **Supanet** for use in connection with the **Service(s)**.

**"In Contract Price"** means the non-usage based **Charge(s)** for the **Service(s)** stated in **your Order Confirmation** that are payable for the **Service(s)** during the **Contract Minimum Period** as further explained in condition 7.16;

**"Late Payment Charge"** means the charge to compensate **Supanet** for **you** breaching of **your** payment obligations under these **Conditions** (including but not limited to additional administration in monitoring **your** account sending **you** payment reminders) as stated in the **Price List**; **"Order Confirmation"** means the communication (e-mail or letter) sent to **you** by **Supanet** confirming **your** order;

**"Out of Contract Price"** means the non-usage based **Charge(s)** for the **Service(s)** payable by **you** following the expiry of the **Contract Minimum Period** at the rate(s) prevailing on the date the **Contract Minimum Period** ends as published at that time in the **Price List** and as further explained in condition 7.16;

**"Post board"** means the **Supanet** post board at <http://www.supanet.co.uk/info>;

**"Price List"** means the **Supanet** price list from time to time in force as posted on the **Website** at [www.Supanet.co.uk/info](http://www.Supanet.co.uk/info).

**"Priority Connection Service"** means an expedited connection service to connect and/or activate the ordered **Service(s)** within 14 days from the date of **Order Confirmation** the charge for which set out in the **Price List**;

**"Privacy Policy"** means the privacy policy at <http://www.supanet.co.uk/info>;

**"Reconnection Fee"** means the charge for reconnecting **your Service(s)** following their suspension or termination as specified in the **Price List** from time to time in force;

**"Registration Form"** means the form displayed on-line by **us** and completed by **you** or the form completed by or on **our** behalf from information supplied by **you** over the 'phone;

**"Service(s)"** means the broadband, line rental, calling/talk and or other services stated in the **Order Confirmation** and more particularly described in the **Price List** on the date **your** order is accepted;

**"Service Address"** means the residential address at which **Supanet** agrees to provide the **Service(s)** to **you**;

**"Service Availability Area"** means the geographic area where the **Service** is available from time to time, as published on **Supanet's** website (<http://www.supanet.co.uk>);

**"Setup Fee"** means the fee referred to in **your Order Confirmation** for setting up your account and/or **Service(s)**;

**"Showmybill"** means an area on the **Website** that **you** can access by entering your username and password that allows **you** to view details of the Service, data usage and billing and payment histories;

**"Start Date"** means the date when the **Service(s)** is/are first made available for **you** to use;

**"Supanet"** or **"our"** or **"we"** means Supatel Limited (trading as Supanet), company registration number 267725 whose business address is at Quality Tower, 41 Constantinou Paleologou Avenue, 6036, Larnaca CYPRUS and whose registered office address is at STADYL Building, Corner of Them. Dervis – Florinis Street, CY 1065 Nicosia, Cyprus;

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

**"Third Party Equipment"** means any equipment, including but not limited to telephones, handsets, modems and routers, not supplied to **you** by **Supanet** as part of the **Service(s)**;

**"Us"** means **you** and **Supanet**;

**"Welcome Pack"** the pack of information sent to **you** by **Supanet** following acceptance of **your** order providing important information about **your** use of the **Service(s)**;

**"You"** and **"your"** means the purchaser of the **Service**