

Equipment. All items of Equipment purchased by you and used will incur a 20% impairment charge. In addition, any Equipment reasonably deemed by us to be damaged, de-faced or in any other way faulty taking into account the age of the Equipment, such fault not arising through our liability or by way of Equipment failure, we will raise a Charge equivalent to the reduction in value of the impaired Equipment whether by way of replacement or repair, whichever is the lower plus our reasonable administration costs.

- . (e) We will provide you with a final invoice detailing all refunds due to you, any Charges arising from the cancellation as set-out above and the net balance payable to you or due to us. We will either collect any sums due to us or refund any balance due to you within 14 days of completing our inspection of the Equipment (or from the date that you provide proof of delivery). In the event that there is a net balance due to us, we may use any method of payment that you have previously provided to us including Debit or Credit Card instruction.

12. INFORMATION, PASSWORDS AND DATA PROTECTION



**BROADBAND
SHACK**
Everyone & YOU

- . (a) In order to access the Services, we may provide you with a user identity (User ID) and/or a unique password. You are responsible for the security and proper use of all User IDs and passwords and must keep them confidential and not disclose them to any third party.
- . (b) You must inform us immediately if :-
 - a. You suspect that any password in relation to the Services has or may have become known to someone who is not authorised to use it and/or
 - b. You forget a password. Providing that you satisfy any security checks as may be reasonably required by us, we will issue you with a new password.
- . (c) If we reasonably suspect that there has been or is likely to be a breach of security or a misuse of the Services, we may change your password and we will notify you accordingly.
- . (d) You are required to promptly and accurately give us all the information that we reasonably request so that we can perform our obligations under this

Agreement.

- . (e) We may at any time, subject to the relevant legal and statutory provisions, use any information that you have provided to us, together with any other relevant information, for the purposes of administration, credit scoring, consumer services, training, marketing, tracking use of our Services (including processing call usage, billing, viewing and interactive data), profiling your usage and purchasing preferences and providing you with Services. We may disclose your personal information to any group or otherwise connected company of ours and our sub-contractors, agents and partners for the above-mentioned purposes. You have a right to ask in writing for a copy of your information (for which we may charge a small fee for information not accessible through our website) and to require us to correct any inaccuracies.
- . (f) From time to time, we, or a third party acting on our behalf, may contact you by mail, telephone, email or other method with information about our Products and Services (including discounts and special offers). If you do not wish to receive marketing or promotional information from us, you must confirm this to us in writing.
- . (g) We will only discuss your account with you or an authorised user that you have notified us of in writing.
- . (h) We may record or monitor telephone calls to help us to improve our services.
- . (i) You acknowledge that we may co-operate with any court, tribunal, regulatory body, police authority or other Competent Authority in any investigations or proceedings concerning you or your use of the Services. This may include disclosing communications transmitted via the Services or other particulars regarding your use of the Services to such authorities.
- . (j) We may use credit reference agencies to help us make credit decisions or for protection against fraud. You agree that we may register information about you and the conduct of your account with any credit reference agency. For the purpose of fraud prevention, debt collection and credit management, we may disclose information about you and the conduct of your account to debt collection agencies, security agencies or financial institutions.

- . (k) We will provide relevant information in the event that we sell or transfer our business, to ensure that you continue to receive the Services.

13. INTELLECTUAL PROPERTY RIGHTS

- . (a) You acknowledge that certain material including (but not limited to) text, software, music and video clips, photographs/images, graphics, logos, adverts or other data accessed through the Services, is protected by copyright, trade mark, service mark, patent or other proprietary rights and laws. This material may be owned by us or by third parties.
- . (b) You acknowledge that you are only permitted to use the above material to enable you to use Services. You may not, save as is reasonably necessary to make use of the Services, copy, reproduce, distribute, publish or make any commercial use of any such material obtained while using the Services.
- . (c) You may from time to time transmit material or content during the use of the Services. You acknowledge that as an Internet Service Provider (ISP), whilst we take all reasonable steps on our network to ensure its security, such security cannot be guaranteed and third parties may gain access to your material.
- . (d) The Services may comprise software, services, technical information, training materials or other technical data that are subject to the country of origin Export Control Regulations or the laws or regulations of that country.
- . (e) We hereby grant to you a non-exclusive licence to use the Software in executable form only. The licence granted to you under this Agreement is personal to you and may not be sub-licensed, transferred, assigned, or otherwise disposed of. If you use the Software in any way which will result in you being in breach of this Agreement, or you attempt to transfer, assign or otherwise dispose of your licence to use the Software, the licence will be terminated immediately which may impact your ability to use some or all of the Services but you will still be bound by the terms of this Agreement.
- . (f) You hereby agree to comply with any licences of the Software reasonably required by the owner of any intellectual property rights in any of the Software for the protection of that Software howsoever notified by us to you including appearing on any screen used by you to use the Services.

14. MAINTENANCE SERVICES

- . (a) Only our staff or our authorised agents may provide maintenance and repair services for the Services and the Equipment.
- . (b) Where we provide the Equipment to you as a part of your Package, we will be responsible for the maintenance and repair of the Equipment for as long as you continue to receive the Services from us and the payments for all Charges due by you to us are up to date. Where you have purchased Equipment from us outright, we will be responsible for maintenance for the stated warranty period.
- . (c) Maintenance Charges may apply where any problem with the Services or the Equipment has been caused by misuse of the Equipment by you even if such events occurred in the attempted repair, removal or reconfiguration of the Equipment or Services. This will include any Charges that we reasonably and directly incur arising from the impact on our Services caused by viruses, malicious software or other malware introduced via any part of the Customer Equipment.

15. LIABILITY

- . (a) We are legally responsible to you only as set out in this Agreement.
- . (b) Nothing in this Agreement shall remove or limit our liability, in the event of :
 - a. Death or personal injury caused by negligence; b. Fraud; c. Anything that cannot be excluded by law.
- . (c) Our entire liability to you for something we or anyone who works for us does or does not to do in respect of breach of contract, negligence or pre-contractual misrepresentation will be limited to the lower of the value of any direct losses you incur or :
 - a. £10,000 for damage to property;
 - b.£5,000 for all other losses which are not excluded by clause (d) below;
- . (d) We are not liable to you in any way for any indirect, consequential, incidental

losses or damages or any loss of profits, revenue, expenses, goodwill, anticipated savings however they may be caused and even if they were and are foreseen by you and notified to us in any manner.

- . (e) We are not liable to you in respect of any products or services you order from any 3rd party using the Services.
- . (f) We will not be liable for any loss as a result of the suspension, disconnection or unavailability of the Services, which occur in accordance with the terms of this Agreement.
- . (g) We will not be liable to you if something beyond our reasonable control prevents us carrying out our duties or providing any of the Services.
- . (h) You must tell us in writing about any potential claim as soon as you become aware of any incident and that such incident means that you may be entitled to make a claim and in any event within 14 days of any incident resulting in such a claim first occurring. If you make us aware of a claim outside of this timeframe, it is our sole discretion as to whether we recognise and deal with any such claim.
- . (i) This section will apply even after this Agreement has ended.

16. GENERAL

- . (a) We may change the terms and conditions in this Agreement if new laws or rules make it necessary or for any other good reason. In the event of any substantial changes, we will endeavour to provide you with 30 days notice in advance of doing so. All amendments will also be posted on our website. If you do not object to the new Agreement via written notice to us within 30 days either of us having notified you or providing updated Terms and Conditions on our website, the new Terms and Conditions in their entirety forming part of this Agreement shall then be deemed to supersede all preceding Agreements between the Parties.
- . (b) In the event that we fail to apply any aspect of this Agreement at any time, any action, concession, exception or time that we allow you only applies to the specific circumstances in which we give it. It does not affect our rights under this Agreement in any other way.
- . (c) English law will apply to this Agreement and both Parties agree to the exclusive

jurisdiction of the English courts.

- . (d) If a clause of this Agreement is not legally effective, the rest of this Agreement remains effective. We may replace any clause that is not legally effective with a clause or condition of similar meaning that is. This Agreement is made solely and specifically between and for the benefit of the Parties and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Agreement as a Party to it, and neither Party can declare itself a trustee of the rights under it for the benefit of any third party. The terms of this Agreement will apply jointly and severally to all those agreeing to take Services under this Agreement.
- . (e) A reference in this Agreement to a statutory provision will, unless expressly provided otherwise, be interpreted as a reference to such provision as amended or re-enacted.
- . (f) In this Agreement unless the context otherwise requires words in the singular include the plural and vice versa; and words implying any gender include all genders.
- . (g) This Agreement represents the entire understanding between the Parties in relation to the subject matter herein and supersedes all other agreements or representations made by us, whether oral or written.
- . (h) Unless we clearly state to the contrary in any offers or promotions that we make, you will only be eligible to benefit from one promotional offer or discount applicable to the Services during the term of this Agreement.
- . (i) Any Appendixes attached to this current Agreement or added in the future are to be treated as wholly incorporated into this Agreement and form an integral part thereof.
- . (j) Any external links on any of our websites are not under our control, and as such we cannot be held responsible for any content found on these sites. We endeavor to supply 3rd party links that we believe will be for the wider benefit our customers and this by no way assumes any endorsement in whole or part by us to the content that may be found on these sites.

17. ASSIGNMENT

- . (a) This Agreement is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent.
- . (b) For commercial reasons, we have the right to assign this Agreement together with any associated rights of access and installation at any time to any company, person or other legal entity.

18. NOTICES AND COMPLAINTS

- . (a) As per Section 7, it is an important condition of this contract that you provide us with a valid and current email address through which we can make contact with you at all times. In the event that we do not hold a valid or current email address, you may be liable for additional charges that arise through our inability to contact you about your account or other matters in a timely and efficient manner. We also may provide you with a specific email address that enables you to access our customer portal through which a range of information, both specific to you and general to the Services may be made available from time to time. This email address may also be required for actions such as online viewing of invoices, raising trouble tickets and receiving correspondence from us.
- . (b) You can provide any formal notice to us by delivering or posting such notice to Broadband Shack LTD Unit 1B Longbrook trading estate. Ashton Vale Road. Bristol BS3 2HW or as amended from time to time on our website.
- . (c) We are able to give notice to you by post or by email (to the address that you have provided to us or as updated by you from time to time). Our preferred method of communication will, in most instances, be by way of electronic communication to your email address.
- . (d) We may also provide you with other country specific contact details to allow you to communicate with us, or use the Services, in a more efficient manner.
- . (e) Any information relevant to this Agreement that may be varied over time will be updated on our website. In the event that this address is changed for any reason, we will redirect automatically forwarding from the original web link or provide direct notification to you by email.

- . (f) In addition to this Agreement, the Fair Access Policy will be maintained on our website. Any variations of the Fair Access Policy will be promptly updated on the website and it is your responsibility to review any such changes. We will only notify you directly in the event that we consider that there is a change to the policy where we reasonably believe that you may be fundamentally impacted by the changes.
- . (g) Either Party may amend their details at any time providing advance written notice is given to the other.
- . (h) If you have any complaints about the Services or Equipment, you can send these in writing to us at the address set out above, by email to hello@broadbandshack.com or via the Complaints Procedure shown on our website.

Appendix 1 – cancellation form template



Under your rights to cancel the contract covered in Section 11, you may opt to complete the following cancellation form and send it to us confirming your instruction to cancel the contract.

To : Broadband Shack – hello@broadbandshack.com or at **Unit 1B ,
Longbrooke trading estate, Bristol BS3 2HW**

I/We hereby give notice to cancel our order for broadband services and any equipment that we have