



W3Z Broadband - Business Terms and Conditions

W3Z or "We" or "Our" means W3Z Broadband Limited, a company incorporated in England and Wales with company number 07136942, whose registered office is at 51 Nottingham Road, Ripley, Derbyshire, DE5 3AS

1 Interpretations

In this Contract:

1.1 the following expressions have the following meanings unless inconsistent with the context:

Additional Terms means as well as the terms and conditions set out in this document, there are additional terms and conditions which apply to our Service as published by us on the W3Z website or can be accessed through the Service, as updated by us from time to time. If there is any conflict between the Additional Terms and Conditions in this document, the Additional Terms will apply;

Charges means the tariff you have selected on the Wireless Broadband Service Document;

Contract means the Terms and Conditions set out in this document and the Fair Use Policy, together with all the details set out in the Wireless Broadband Service Document we ask you to sign, and any applicable Additional Terms;

Customer Care Team means our dedicated customer support team, details of how to contact them are on our website;

Customer, "You" "Your" means the customer who has requested the provision of the Service and who has signed the Wireless Broadband Service Documents and who is purchasing the service as a business and not as a consumer;

Customer Equipment means any computer or router equipment belonging to the Customer which connects to the Equipment;

Equipment means any telecommunications or other equipment required by you to access the Service, consisting of the aerial and cabling and where requested the router;

Internet Access means us providing Internet access as part of the Service;

Minimum Period means the minimum period that you must keep a Service, starting from the Service Start Date. For example, unless you are told otherwise by us, you must keep a Service for 12 months from its Service Start Date. We may change the minimum period for any Service but this will not affect you if you have already subscribed to that Service;

Minimum Specifications means the minimum specifications required to use the Service and the configuration of the Customer Equipment as set out on the W3Z website or as we tell you from time to time;

Order Date means the date you ordered the Service from us and we accepted the order;

Partner means supplier of equipment as recommended by us;

Price Guides means our current list of charges for each of the Service;

Service Start Date means the first date on which each service is activated following a completed Site Survey;

Service Announcements means email bulletins and other correspondence which contain important information on the provision or price of the Service, changes in the terms and conditions applicable to the Service, changes in the nature of the Service or any information which may affect your ability to use the Service;

Service(s) means the service(s) you have ordered (including any new, extra or substitute services which we agree to supply you at a later date) which shall include the supply, installation and connection of Equipment to enable you to receive the Service;

Site means the address to which we agree to provide the Service;

Site Survey means the attendance of one of our Engineers at your Site to check out that you are able to receive the Service and to install the Equipment as set out in the Contract;

System means an electronic communications system or network;

Terms and Conditions means the terms and conditions set out in this document;

W3Z Systems means our telecommunications system which we run;

W3Z Website means our website at www.w3z.co.uk or any other website address we may tell you about;

Wireless Broadband Service Document means the document forming part of the Contract which contains details of the Service, the Charges and the Minimum Period that applies to a Contract;

Working Days means days other than Saturdays, Sundays and public holidays.

2 **Getting our Service**

2.1 Orders placed for the Service will be business to business transactions to which the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations do not apply.

2.2 Any time after the order date, we will attend the Site to carry out a Site Survey and, where it is possible to provide the Service, will install the Equipment you need to connect to our Service. Just to remind you, if applicable, it is your responsibility to purchase the Customer Equipment as notified to you (for example a router where you do not wish to purchase a router from us).

2.3 Where we have recommended Customer Equipment for use with the Service and you have chosen not to take our recommendation, we cannot guarantee compatibility of the Customer Equipment with our Equipment or provide ongoing support. Where equipment is purchased

from our recommended Partners, we are not responsible for them or for any equipment you purchase from them. If any equipment you have purchased from our recommended Partners is faulty upon arrival, please contact the recommended Partner for a replacement. We may need to provide our recommended Partners with your name and order details in order for them to fulfil your order.

- 2.4 You agree to follow any reasonable instructions that we may give you and to allow us access to the Site to enable the Site Survey and installation of the Equipment prior to activation of the Service.
- 2.5 The Service and Equipment we provide to you under the Contract must not be used for domestic purposes.
- 2.6 To provide the Service, our Equipment we provide you must be configured to the Customer Equipment. We are not responsible for your Customer Equipment working properly. You agree to provide and pay for suitable facilities and all necessary electrical and other installations and fittings (including necessary power outlets or sockets) for the Equipment. You are responsible for making good the Site after we have done any work, including putting items back and redecorating.
- 2.7 You are responsible for applying for any consents and permissions necessary for us to activate the Service at the Site. We are not obliged to activate or provide the Service unless all consents and permissions have been obtained.
- 2.8 Our obligation to provide the Service is also subject to our Site Survey. If a Site Survey shows that the Service cannot be provided at the Site, we may terminate this Contract. We will do our best to notify you of this as soon as possible after the Site Survey. We shall be under no liability whatsoever to you for any failure to provide the Service in these circumstances. If the Site Survey shows that the Service can be activated at the Site, we will proceed with the installation of the Equipment. We shall be entitled to charge you a reasonable administration Charge if we incur additional Charges in the installation of the Equipment due to any omission, inaccurate, incomplete or erroneous information you supply prior to the Site Survey. Details of this administration Charge can be found on our website.
- 2.9 We do not have to provide the Service at the Site or to otherwise keep to the Contract if:
 - 2.9.1 it is not practical to activate the Service for health and safety reasons;
 - 2.9.2 you do not qualify under our current credit policy;
 - 2.9.3 you are not able to be a Customer because you have previously misused our Service;
 - 2.9.4 your Customer Equipment does not meet our Minimum Specifications;
 - 2.9.5 it is not practical to activate the Service for any other reason.
- 2.10 You will incur charges from the Service Start Date.

3 About our Service

3.1 General

- 3.1.1 If you keep to the terms of the Contract, we will provide you with the Service.
- 3.1.2 As well as these Terms and Conditions, our Service has Additional Terms which applies to the Service and its use, as published by us on our website. These may be updated by us from time to time so please check our website regularly. These include our Fair Use Policy which you can read on our website. The Additional Terms will apply to your use of the Service so please read through them carefully.
- 3.1.3 In supplying the Service we will always use our reasonable skill and care but are not able to guarantee fault-free performance.
- 3.1.4 To make sure we're always giving you best possible service, we may monitor and record phone conversations you have with our team. We'll use these to shape our training where we can.
- 3.1.5 From time to time, we may let you try certain services for free. We also have the right to withdraw these trial services at any time and without giving you notice.
- 3.1.6 You agree that you are liable for any charges on your account regardless of whether you, your employees, agents, representatives or subcontractors or anybody else (with or without your permission) runs up those charges (unless the charges result from fraud by someone else which you could have had no control over). For example, if someone who has access to the Site uses the Service, we would consider them to be within your control and you would be liable for those charges. If you do become aware of any fraud by someone else, you must tell us as quickly as you can. Under no circumstances should you, or any of your employees, agents, consultants, representatives or subcontractors give your PIN numbers and passwords to anybody else (unless you're happy for them to use your account and add charges on your account).

3.2 Broadband Service

- 3.2.1 Following completion of the Site Survey and the installation of the Equipment we shall carry out Standard Tests, or ask a third party to carry out the Standard Tests on our behalf to ensure the Service is ready for use. If having carried out the Standard Tests the Service is not ready for use, we will or in our discretion either repair or replace the Equipment and then repeat the Standard Tests. The Service will become active once the Standard Tests have been completed.
- 3.2.2 For Internet access you agree that your PC will meet the Minimum Specifications as detailed on the W3Z Wireless Broadband Service Document.
- 3.2.3 In the case of Internet access, you will be liable for any charges from other organisations while using these Service, as well as those billed by us as set out in our price guides.
- 3.2.4 You confirm and warrant that you are the owner of, and that you have obtained all necessary consents to use, the domain name, mailbox name or any other name selected by you in connection with the Internet access.

3.2.5 During installation we will configure the free email address and your existing email address. You acknowledge that we cannot guarantee you will be able to have and use any name you request and we may require you to select a replacement name if we believe that your current choice of name is, or is likely to be, in breach of our Fair Use Policy.

3.2.6 We reserve the right to monitor and control data volume and/or types of traffic transmitted via Internet access. In the event that you exceed any usage allowance applicable to your Service or your use does not comply with our Fair Use Policy which you can read on our website, we reserve the right (at our sole discretion) to reduce, suspend or terminate your Service. During any time of reduction or suspension, you will remain liable for the payment of your original Tariff.

4 Looking after your Service

4.1 We will always aim to provide you with the best service possible, but we can't guarantee that the Service will be fault free. You agree that you will tell us about any fault in the Service by phoning, emailing or writing to our Customer Care team, who will aim to respond as promptly as possible. If we agree to work outside the hours specified in the Contract, or if you report a fault and there is none, or we discover that you have caused the fault, we may, at our discretion, apply a Charge. This Charge will be as set out in the Contract or if not set out based on our reasonable costs.

4.2 You are responsible for maintaining and using in accordance with our reasonable instructions any Equipment. You agree not to do or allow anything to be done at the Site which may cause damage to, or interfere with the Equipment or prevent reasonable access to it.

4.3 You shall be responsible for ensuring at all times the Equipment is kept safe and in good repair, and you shall ensure any third parties are fully aware that the Equipment is ours. You shall not at any time during the Contract Term move the Equipment from the Site.

5 Using our Service

5.1 You are responsible for the way the Service is used. You must not use the Service to do any of the following acts or allow anyone else, including employees, consultants, agents or subcontractors, to use the Service to do such acts:

5.1.1 Send a message or communication that is offensive, abusive, defamatory (damages someone's reputation), obscene, menacing or illegal;

5.1.2 Cause annoyance, nuisance, inconvenience or needless worry to, or break the rights of, any other person;

5.1.3 Perform any illegal activity;

5.1.4 Break, or try to break, the security of anyone else's equipment, hardware or software;

5.1.5 Deliberately receive, use, own, post, transmit or publish obscene material (including, but not limited to, child pornography);

- 5.1.6 Upload, post, publish or transmit any information or software that is protected by copyright or other ownership rights without the permission of its owner;
- 5.1.7 Copy or distribute any software or services we provide (but you may make a backup copy of the software we provide for your personal use);
- 5.1.8 Use the Service for commercial or business purposes;
- 5.1.9 Use any Internet Protocol (IP) address that we have not assigned to you. Put simply, you may not use your Service connection to harm the service of another service or internet user or impersonate another user, whether on our network or external to our network.
- 5.1.10 Use the Service in a way that (i) risks degradation of service levels to other customers, (ii) puts our system at risk and/or (iii) is not in keeping with that reasonably expected of a residential customer.
- 5.2 If we believe that you are using the Service in any of these ways, we are entitled to reduce, suspend and/or terminate the Service without giving you notice.
- 5.3 You agree to take responsibility for all liabilities, claims and losses which are in any way connected with misusing the Service supplied to you under this Contract, or with getting our Service without our permission, and to fully repay us if we suffer any costs or losses of this kind.
- 5.4 If you misuse our Service or get Service from us without our permission, we will be entitled to suspend the Service or to end this Contract.
- 5.5 It is up to you to make sure that if minimum age recommendations apply to any part of the Service the Service is not used by anyone below that minimum age.
- 5.6 All information and material submitted to and accepted by us via the Service or our website by way of contributions to chats, discussions and user reviews shall be deemed to be and shall remain your property. However, you hereby grant us a royalty-free, perpetual, irrevocable, non-exclusive right to use, edit, copy, republish and distribute (for any purpose) any materials, data or other information that you submit to us, and you will not submit any such content unless you are able to grant this right. We shall not be subject to any obligations of confidence regarding such information, data or material except as required by law.

6 Using Customer Equipment

- 6.1 Any Customer Equipment which you own and which you connect to the Equipment (for example, phones, fax machines, PCs) must meet with all relevant laws and regulations and comply with the Minimum Specification. We reserve the right to disconnect any Equipment that does not meet these laws and regulations.
- 6.2 We will not be liable in any way for any loss or damage which is caused to your own Customer Equipment arising as a result of its use with Equipment provided to you.

7 Paying for your Service

7.1 You must pay the Charges for the Service as set out in our tariff guides and in the Wireless Broadband Service Document you signed, or as otherwise notified to you, together with any applicable value added tax or other applicable taxes. If you do not cancel the Service, the Charges will continue to be payable by you. We can change the Charges on giving you 90 days' notice, such notice will be given by publication of the Charge to the Charges on our website. We may ask you to make initial payments and/or a deposit, over the phone through one of our Customer Service advisors.

7.2 You must ensure that your payments are received by us by the due date for payment shown on your bill. If you do not pay your bills on time, you will be liable to interest or other charges for your default. We may also charge you the full amount of any bill and you may lose any discount we have given you. We will also suspend or cancel the Service and charge you the costs of debt-recovery proceedings to recover any debt you owe under this Contract.

7.3 Bills

7.3.1 Under this Contract, if you ask for any changes to the Service we provide, these changes will be reflected by adding proportionate amounts to your first bill after the change and to your payments every month after that.

7.3.2 You have agreed to pay your bills by Direct Debit.

7.3.3 If any payment of yours is cancelled or is not cleared by your bank or building society, we are entitled to charge you a default fee, details of which are found on our website.

7.3.4 You will receive your bill on time and not through the post. When your bill is ready we will email you to let you know and you then need to log into the "Manage Account" section on the website to check your bill.

7.3.5 We reserve the right to modify this e-billing service at our discretion.

7.3.6 You must keep us updated with a valid email address as we will email you to let you know when your bill is available to view. You shall remain responsible and liable to pay bills of which notification has been sent regardless whether or not you access that email account and read the relevant entry or are disconnected from your email account for any reason.

7.4 We are entitled to carry out a credit check on you at any time. We will do this by making searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register. The agencies will record details of the search, whether or not the application goes ahead. We may use credit-scoring methods to assess the application and to confirm your identity. We and other companies may use credit searches and other information, which is provided to us or the credit reference agencies (or both), about you if credit decisions are made about you. We may also use this information to trace debt and manage your account. We may also reveal information on your payment history to the usual credit agencies. We will also check your details with fraud detection agencies and if false or

inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:- checking details on applications for credit and credit related or other facilities; managing credit and credit related accounts and facilities; recovering debt; checking details of proposals and claims for all types of insurance; checking details of job applicants and employees. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Please write to the Customer Service Team at W3Z Broadband Ltd, Nottingham Road Ripley DE55 AS. if you want to receive details of the relevant fraud prevention agencies. You have a legal right to these details.

7.5 If at any time before or during the term of this Contract you fail to meet our credit conditions, we may do the following:

7.5.1 Require you to make a payment in advance for future charges; and

7.5.2 Enforce credit limits on you for any of our charges (to the extent we believe is reasonable in the circumstances), restrict the level of Service we provide to you, only allow certain methods of payment and/or suspend some or all of the Service at any time when you reach the limits until we have received the full payment of any charges you owe under this Contract. Where we suspend some or all of the Service we shall be entitled to charge you a reconnection fee, details of which can be found on our website;

8 Your details and how we look after them

8.1 You must give us promptly and accurately all the information which may be needed so that we can perform our respective obligations under this Contract. You must also tell us immediately if any of your details change.

8.2 By having the Service we provide activated at the Site and/or by using the Service you are giving us your consent to use your personal information together with other information for the purposes of providing you with our Service, service information and updates, administration, credit scoring, customer services, training, tracking use of our Service (including processing call, usage, billing, viewing and interactive data), profiling your usage and purchasing preferences for so long as you are a customer and for as long as is necessary for these specified purposes after you terminate your Service. We may occasionally use third parties to process your personal information in the ways outlined above. These third parties are permitted to use the data only in accordance with our instructions.

8.3 Where you have selected on the Wireless Broadband Service Document that you wish to receive additional Services from our Partner organisation, we will pass your details to our Partner organisation for them to process your order and provide you with their services. We have no responsibility and liability for our Partner's processing of your information.

8.4 We may also, subject to your consent, use your personal information to contact you with information about our products and services, special offers and rewards. From time to time, we may contact you

by mail, telephone, email, other electronic messaging services (such as text, voice, sound or image messages including using automated calling systems) or fax for these purposes.

8.5 If you change your mind at any time and no longer wish to receive this information from us, please let us know by calling Customer Care, writing to the Sales Manager, W3z Broadband, Nottingham Road, Ripley DE55 3AS or check out our privacy policy on our website for more information. If you opt out of receiving this information from us, we will not contact you for marketing purposes. Remember that if you say you don't wish to receive any promotional information from us, this will exclude you from receiving any of our special offers or promotions which may be of interest to you.

8.6 By having our Service activated at the Site and/or by using it you consent to our transferring your information to countries which do not provide the same level of data protection as the UK if necessary for providing the Service. If we do make such a transfer, we will put a contract in place to ensure your information is protected.

8.7 You have a right to ask for a copy of your information (for which we charge a small fee) and to correct any inaccuracies.

8.8 If you do not pay your bills for the Service then we reserve the right to transfer your debt to a third party in which case we will also transfer your personal information to that third party for them to use in connection with the recovery of your debt. Such third party will take such action to recover your debt as they consider appropriate and will not be acting on our behalf or to our instructions.

9 **Suspending our Service**

9.1 We may suspend the Service immediately without notice if:

9.1.1 you have broken this Contract;

9.1.2 we (or our agents and/or contractors) need to carry out any maintenance, repairs or improvements to any part of the Service or the system;

9.1.3 we have to do so by law or in line with a contract;

9.1.4 you go over any credit limit on your account;

9.1.5 we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the Service from us or at any time during the provision of the Service;

9.1.6 we believe that you have committed, or may be committing, any fraud against us or against any other person or organisation by using the Service;

9.1.7 we do not receive a signed copy of the contract document from you within 30 days of installing your Service;

9.1.8 you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate; or

9.1.9 in our reasonable opinion it is necessary to do so.

10 **Ending this Contract**

10.1 **Your Rights to Terminate:**

10.1.1 we make significant changes to the Service so the Service you are entitled to receive to your material detriment in return for the Charges you pay are significantly altered or reduced; or

10.1.2 we make significant changes to the Terms and Conditions (including the Additional Terms), you may cancel the Service affected without penalty by giving us at least 30 days' notice in writing, such notice must be given within 30 days of the increase in charges or changes to the Service or this Contract being notified to you. If you were not notified of these changes in advance, you must give notice of cancellation of the Service affected to us within 30 days of receipt of your first bill following such increase in charges. If you do not give notice of cancellation within the specified period, you will be deemed to have accepted the increase in charges and/or the changes to the Service and these Terms and Conditions. You will no longer be able to cancel your Service under this paragraph. If you cancel any Service in these circumstances, the increased charges will not apply to those Service during the 30-day notice period.

10.2 You may cancel the Contract at any time before the expiry of the Minimum Period but you shall pay all Charges which were due and not yet paid relating to the unexpired portion of the Minimum Charges as an early exit fee.

10.3 If we materially break the Contract and, if the breach is capable of remedy, we fail to put right that breach within a reasonable time of you asking us to do so.

10.4 If this Contract is ended for any reason, or if the Service is cancelled, we will be entitled to keep any money we hold (including deposits and advance payments), and to use that money to pay any obligation or debt you may owe under this Contract. We'll get in touch with you to refund to you any money remaining after these deductions, unless our costs to administer that refund outweigh the actual account balance.

11 **If you break this Contract**

11.1 We may end this Contract immediately if:

11.1.1 you become insolvent or bankrupt, you enter into any arrangement with your creditors, or if any legal action is taken or threatened against your property;

11.1.2 we believe that you have or another person at the Site has committed, or may be committing, any fraud against us or against any other person or organisation by using the Service;

11.1.3 you have broken this Contract and, if you are able to put things right, you have not done so within seven days (or such other period as we specify) of us asking you to do so);

11.1.4 we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of

obtaining the Service from us or at any time during the provision of the Service;

- 11.1.5 required to comply with an order, instruction or request of Government, an emergency services organisation or other competent administration or regulatory authority;
- 11.1.6 you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate; or
- 11.1.7 we are specifically entitled to do so under any other section of this Contract.
- 11.2 If you break this Contract and we choose to overlook it, we can still end this Contract if you break it again.
- 11.3 If we end this Contract because you have broken the Contract as set out in this clause 12 (including where you have not paid the charges which you are liable to pay under this Contract) during any relevant Minimum Period, we will be entitled to charge you an early termination charge as set out in clause 10.2.5 on top of any other charges you are liable to pay under this Contract.
- 11.4 If you break this Contract by committing fraud or any other criminal activity, we will report you to the police, who may take legal action.

12 Our liability to you

- 12.1 Our liability to you is limited as set out in paragraphs clauses 12.2 to 12.6.
- 12.2 We will not be liable to you for:
 - 12.2.1 any indirect loss or any loss which is not a reasonably foreseeable consequence of our negligence or breach of this Contract (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses);
 - 12.2.2 lost or destroyed data or software;
 - 12.2.3 any business loss (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses) even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring such loss; or
 - 12.2.4 direct physical damage to your property unless it has been caused by our negligence or the negligence of our employees, agents or contractors while acting in the course of their employment with us (and even then our liability will not be more than £100,000 for any one event or series of connected events).
 - 12.2.5 When we carry out any obligation under this Contract, our duty is only to exercise the reasonable care and skill of a competent service provider.
- 12.3 We will not be liable to you for the accuracy, completeness, fitness for purpose or legality of any information accessed, received or transmitted using the Service, or for transmitting or

receiving, or failure to transmit or receive, any material through the Service.

12.4 If you deal with our Partner organisation by buying or renting goods or services from them, we will not be involved in the transactions and will not be liable in any way for any loss, cost or damage may suffer or incur resulting from entering into any contracts with our Partner.

12.5 We accept no responsibility for the contents of any material from other organisations, which may be accessed through the Service.

12.6 We do not limit or exclude our liability to you for:

12.6.1 death or personal injury resulting from our own (or our agents' or contractors') negligent act or failure to act; or

12.6.2 direct physical damage to your personal property up to £100,000 for any one event or series of connected events where the damage arises from our own (or our agents' or contractors') negligence.

13 **Matters beyond our reasonable control**

We will not be liable for failing to do what we promised under this Contract if we are prevented from doing so by something outside our reasonable control which will include (but are not limited to): lightning; flood or severe weather conditions; fire or explosion; civil disorder; damage or vandalism to a system; terrorist activities; war; actions of local or national governments or other authorities; or industrial disputes.

14 **Notices**

Any notices we give to you must be in writing and be delivered by hand, or sent by fax or ordinary post to you at the Site, or sent electronically. Any notices you give to us must be in writing and be delivered by hand, or sent by fax or ordinary post, to us. Any notice period will start from the day on which the notice is delivered if it is sent by hand, from two working days after the date it was posted, if sent by ordinary post, or from the date of successful transmission if it is sent by fax.

15 **Transfer of Contract**

This Contract is personal to you and you may not transfer your account or any of your rights and responsibilities under this Contract without our written Contract. For business reasons we may transfer any of our rights and responsibilities under this Contract without your permission.

16 **Governing law**

This Contract shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.