

ITVET Broadband Internet Service

1. The Service we provide to you

ITVET Broadband gives you broadband network access to the Internet at your chosen access speed, a range of additional services and certain applications (the 'Services'). The Services will be provided to you at the location we agree with you. The Services are intended for business use and are available to individuals, partnerships and companies.

2. Duration of the contract between you and us

2.1 You can request to subscribe to the Services online at <http://www.itvet.co.uk> or by telephone. The contract between you and us will start once we have agreed to your request by sending you a confirmatory email or letter, or by the way of a telephone call advising you that the service has gone live.

2.2 Your contract with us will continue for a minimum period of 18 calendar months from the date that you are able to use the Services. After this minimum period, you will continue to receive the Service until either you or we end this contract in the way set out below (please see '**Ending the Services**'). We may also end your contract with us or suspend your use of the Services at any time if you do not keep your contract with us (please see '**Your failure to keep this contract**').

3. Our provision of the Services to you

3.1 We will use reasonable skill and care when we provide the Services to you.

3.2 Before we can agree to your request to subscribe to the Services: we must confirm that there is sufficient capacity at the nearest BT telephone exchange at the location to which you have requested that we provide the Services. We will do this by carrying out a successful test on the telephone number which you have given, or by checking the full address and postcode (please also see '**Limitations on our Service**').

3.2.2 You must cancel any other broadband access service or telephone line supplied by another company or through if you wish to use to receive our Services.

For broadband you must have a suitable computer and compatible cables from your telephone socket to your modem and computer.

3.2.4 We will, if we believe it necessary, carry out a credit reference check against the name of the party entering into this contract.

3.3 In certain limited circumstances, we may not be able to provide you with the Services for technical reasons. If this happens we will do our best to let you know promptly.

3.4 Once we confirm our agreement to your request to subscribe to Services, we will arrange for you to start to receive the Services usually within approximately 10 working days. Although we will use reasonable efforts to meet this date, we are not able to guarantee this. We will do our best to let you know in the event of a delay.

3.5 If you move location, you must inform us immediately. You may still be able to continue to receive the Services at the new location; however, we may charge you an additional fee for doing this. We will inform you what the amount of this fee is prior to charging you. Please note, that if you move location and no longer require our service, your contract with us for the Services will continue until it is ended in the way set out below (please see **'Ending the Services'**).

3.6 If you have subscribed to a service from another supplier prior to subscribing with us, it is your responsibility to make sure that you have cancelled this service.

4. Software which we provide to you

Where you are provided with software on a CD or where you download software from the Internet to enable your use of the Services, we agree to your use of such software on the basis that you use it solely for the purpose of receiving the Services and you must not make additional copies or modify our software in any way without our permission. We may from time to time offer you updates to such software.

Limitations on our Services

5.1 We will endeavour to provide the Services to you up to the data transmission speed you request, however we cannot guarantee this and the speed of your connection and download times may be slower if our network or the Internet is congested.

5.2 We may suspend all or part of the Services from time to time without notice to you where it is necessary for us to do so for operational reasons such as repair, maintenance, improvement or emergency. We promise to restore the affected part of the Services to you as soon as possible.

5.3 Although we do carry out a line test on your telephone landline prior to our agreement to your request to receive the Services, in certain limited circumstances that are beyond our control this line test may prove false. As a result, we will not be able to provide the Services to you. We will notify you as soon as possible if this occurs and the contract between us will end (please see **'Ending the Services'**). In such circumstances, we will provide you with a full refund for any charges you have already paid to us. Further, the tests we carry out only relate to the wires and cables which are external to your premises, and we have no control or any way of know the condition or suitability of the cables or wires at your premises. For Broadband to function at its optimal capacity it is essential that the wiring or cables within your premises are in good condition, and configured correctly; Equally if there is anything else plugged in to the line such as a fax or an alarm, this may affect the quality of the line, which in turn may greatly reduce the speed or reliability of the Broadband. It is your responsibility to ensure that your internal cabling is well maintained and configured correctly. If you feel that your internal cabling may have an issue, for a charge we can provide you with a cable engineer, to inspect your cabling and carry out remedial work if necessary.

Our support to you

6.1 We cannot guarantee to provide you with a fault free service; however, we will provide you with support by email or phone for the Services and any modem or router that we have supplied to you.

6.2 If a fault does occur, you can report the fault by telephone, email or in writing to ITVET Internet Support Services [<http://www.itvet.co.uk>]. Once you have reported a fault to us, we will do our best to resolve the fault as quickly and efficiently as we are able in the circumstances.

6.3 Where there is a fault which affects our customers as a whole or where the Services become generally unavailable we will inform you by updating the service status message on our website, or by contacting you directly as soon as we are able. Where you have paid an additional fee for your Broadband to be monitored we will always attempt to contact you directly as soon as we are aware that there is an issue with your Broadband.

6.4 We are not responsible and do not provide support for computer equipment, software and cables that we did not supply to you (unless covered by an ITVET support agreement). We will not reimburse you for the costs of any support that you obtain from elsewhere.

7 Our charges and paying for our Services

7.1 You agree to pay to us the appropriate charges for your use of the Service including any fees for equipment and set up fees that may apply at the time you subscribe.

7.2 We accept payment Direct Debit, standing order, bank transfer or any other payment method that we choose to introduce.

7.3 We will collect the first payment from you through your chosen method of payment shortly after the date on which Service starts to be provided to you. This first collection will also include the payment for the whole first calendar month following your subscription. We will then collect payment on a monthly basis. We will provide you with an electronic invoice to the email address that you have provided to us, we can send a paper copy through the post but this will incur a cost of £1.50 per month.

7.4 If you cancel or change the standing order/Direct Debit which you use to pay us, you must inform us immediately and provide us with an alternative method of payment acceptable to us.

7.5 If you choose to pay by Direct Debit, we cannot make any changes to the date on which we take payment, the frequency of the payment or the amount of the payment without you agreeing at least 10 days beforehand.

7.6 If you fail to pay us on time we may charge you interest on overdue amount at the rate of 4% a year above the base rate for Barclay's Bank Plc from the date that money became due to us until the date on which you make payment to us.

8 How you use the Services

8.1 You agree not to sell on the Services to any other person or company.

8.2 We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses that we incur as a direct result of the misuse of the Services either by yourself or by someone you have knowingly allowed to use the Services we provide to you.

9. Security, usernames and passwords

9.1 We will provide you with a set of usernames and passwords to enable you to control access to the Services. Where possible we will give you the username and password of your choice.

9.2 You must ensure that your user names and passwords are kept confidential and are only used by you and persons you wish to use the Service. You must tell us immediately if you know or suspect that a user name or password has been disclosed to an unauthorised user or is being used in an unauthorised way.

9.3 To ensure that the Service remains secure, you must not change or attempt to change a username without our written permission.

9.4 If we believe that there has been or is likely to be a breach of security or misuse of the service, we may (at our sole discretion):

9.4.1 Suspend your user name(s) and passwords; and

9.4.2 Ask you to change any or all of the passwords you use in connection with the Services.

9.5 You must inform us immediately of any subsequent changes to the information you supply to us when you registered for the Services.

9.6 You accept and acknowledge that the Services, as with other Internet applications, is not secure and we do not guarantee the prevention or detection of any unauthorised attempts to access the Services or your computer.

10 your personal information and privacy

10.1 We will comply with the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other applicable data protection legislation in relation to the handling of your personal data.

10.2.1 processing your request for the Service, which may involve credit checking by a licensed credit reference agency who may record that a credit check has been made and disclosing certain personal and account details to a bank for the purposes of setting up a direct debit account;

10.2.2 Providing, or arranging for third parties to provide, help desk facilities which may be available to you;

10.2.3 billing and credit control purposes; or

10.2.4 As required by law.

11 Our liability to you

11.1 We will be liable if you are injured or die as a result of our negligence. We do not limit our liability, or where applicable, any liability we may have to you under Part 1 of the Consumer Protection Act 1987.

11.2 We shall not be liable to you under or in connection with this contract:

11.2.1 for any loss that we could not have reasonably been expected to foresee at the start of the contract;

11.2.2 For any loss of business, contracts, profits, anticipated savings, goodwill, or revenue; and/or

11.2.3 Any loss or corruption of data.

12 If you have a complaint or a dispute with us

12.1 We will do our best to resolve any disputes between you and us. We will deal with all disputes and complaints in accordance with our code of conduct.

12.2 If you are not satisfied with the way we have dealt with your complaint after you have exhausted our escalations process set out in the code of conduct or the resolution of the dispute, you may be able to refer the matter to CISAS, which is an independent organisation that will review the matter. We agree to be bound by the final decision of CISAS.

13 Your failure to keep this contract

13.1 We can suspend the Service or end this contract (or both) at any time, with immediate effect and without notice:

13.1.1 If you fail to pay the sums due for the Service within 7 days after we have written to you to inform you that your payment is overdue;

13.1.2 If you break any material term of this contract;

13.1.3 If you fail our credit checks or you provide incorrect payment details to us; or

13.1.4 If we are directed by any competent authority to stop the providing Services.

14. Ending the Services

14.1 You may give us notice to cancel within 7 days of the date of this contract provided your Services have not been activated. If you cancel in this way, this contract shall be treated as null and void and you will be refunded the Charges within 30 days. This is consistent with your rights under the Distance Selling Regulations 2000. You must return us any equipment that we have provided to you in order to receive the Services. We will provide you with a prepaid envelope for this purpose.

14.2 You may end your contract with us:

14.2.1 After the initial term you may cancel this contract by giving us at least 90 days' notice in writing. You may not end this agreement during the initial 18 months of your contract with us although you may provide us with notice of your intent to do so. You must pay all charges for the Services until the date on which your contract actually ends; or

14.2.2 At any time if you move to a new address to which we cannot provide the Services. In such case you must produce written proof of your new address; However, you will still be liable to pay for any rentals which would have been due had the contract run to the end of the initial term.

14.2.3 At any time if we break a material term of this contract and we fail to remedy it within 28 days of a written notice from you.

15 Contacting us

Notices given under this contract must be in writing and may only be delivered by post or e-mail to the following addresses:

(a) To us at the relevant address given on our contacts page located <http://www.ITVET.co.uk>

(b) To you at the relevant postal or email address provided as part of the details which you submit during the registration process or any alternative addresses that you provide to ITVET via the Account Management pages.

19. Events outside of our reasonable control

We will not be liable to you for any failure to deliver the Services or for any breach of contract, where the failure or breach is due to a reason outside of our reasonable control.

20. Changes to this contract

We may change the provisions of the contract between us (including the charges) at any time, provided that we will give you notice of the changes at least 14 days before the change is to take effect at which time you may terminate this Agreement if the change materially and detrimentally affects your use of the Services.

21. Other

21.1 This contract represents the entire understanding between the parties in relation to its subject matter and supersedes all agreements and representations made by either party, whether oral or written.

21.2 This contract does not create any rights under the Contracts (Rights of Third Parties) Act 1999 that are enforceable by any person who is not a party to it but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

21.3 You may not assign or transfer any of your rights or obligations under the contract.

21.4 Neither of us shall be considered to have waived any right under this contract due to failure or delay in exercising that right.

21.5 If any part, term or provision of this contract is held to be illegal or unenforceable the validity or enforceability of the remainder of this Agreement will not be affected.

21.6 The contract between you and us will be governed by and construed and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

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