

# Broadband Order Form

Complete and return this order form to: allpay Broadband, Fortis et Fides, Whitestone Business Park, Hereford, HR1 3SE. Alternatively you can fax this form to 0844 557 8350.

## Your Details

Primary contact details:

Name: .....
Company (if applicable): .....
Address: .....
.....
.....
Postcode: .....
Above address is location for equipment installation? Yes <input type="checkbox"/> No <input type="checkbox"/>
Tel: ..... Fax: .....
e-mail:.....

## Your Payment Details

(tick as appropriate)

I would like to pay by direct debit and have completed the attached Direct Debit mandate:

I would like to pay by debit/credit card on a one off or recurring basis and have provided my card details to allpay:

I would like to receive a monthly invoice:

I would like to sign up for the ..... package.

## Authorisation

As signatory I confirm that I have read and agree to the terms and conditions supplied with this order form along with the pricing information located at <http://allpaybroadband.com/prices> setting out the agreed pricing structure

Signed: .....

Name: .....

Date: .....



Please fill in the form using a ball point pen and send to:

allpay Limited Re: Broadband  
allpay Limited  
Whitestone Business Park  
Whitestone  
Hereford  
HR1 3SE

**Instruction to your Bank or Building Society to pay by Direct Debit.**

Service User Number

8	3	9	1	2	6
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Name(s) of Account Holder(s).


Bank/Building Society Account Number.

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Branch Sort Code.

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Name & full postal Address of your Bank or Building Society.

To: The Manager	Bank/Building Society
Address	
Postcode	

<b>For allpay Limited Re Broadband official use only. This is not part of the instruction to your Bank or Building Society. Please complete your address and telephone number.</b>	
Address:	
Postcode:	
Telephone:	Ref:

**Instruction to your Bank or Building Society**

Please pay allpay Limited Re Broadband Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee.  
I understand that this instruction may remain with allpay Limited Re Broadband and, if so, details will be passed electronically to my Bank or Building Society.

Signature(s)
Date

Reference

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**Banks and Building Societies may not accept Direct Debit Instructions on some types of Account.**

This Guarantee should be detached and retained by the Payer.

**The Direct Debit Guarantee**



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, allpay Limited Re Broadband will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request allpay Limited Re Broadband to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by allpay Limited Re Broadband or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.  
-If you receive a refund you are not entitled to, you must pay it back when allpay Limited Re Broadband asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

## AGREEMENT

### FOR THE INSTALLATION AND SUPPLY OF BROADBAND SERVICES

1. Application of Conditions
- 1.1. The Supplier shall supply and the Customer shall purchase the Equipment and Services in accordance with these Terms and Conditions.
2. Definitions and Interpretation
- 2.1. In these Conditions:-

"Business Day" means any day other than a Saturday, Sunday or bank holiday;

"Broadband" means a high speed connection to the internet;

"AUP" Acceptable User's Policy;

"Commencement Date" means the commencement date for this agreement as set out in the Order Form attached at schedule 2.

"the Contract" means the contract for the purchase and sale of the Equipment and supply of the Services under these conditions;

"these Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Supplier;

"the Delivery Date" means the date on which the Equipment and Services are to be delivered as stipulated in the Customer's order and accepted by the Supplier;

"Equipment" means the Equipment (including any installation of the Equipment or any parts for them) which the Supplier is to supply in accordance with these Conditions for the provision of Broadband services;

"Fees" means the fees and charges as set out in the official quote

"Month(s)" means a calendar month;

"Pilot" means pilot scheme for the provision of the Services and supply of the Equipment during which the Supplier shall carry out system and general viability tests;

"Pilot Period" means from start date to such ever date as the Supplier determines upon written notice to the Customer. For the avoidance of doubt, the Pilot Period shall be deemed to have ended (in the absence of written notice to the contrary) three months from the date of commencement of this agreement.

"the Services" means the Services to be provided to the Customer as set out in the this agreement and particularised at schedule 3 herein;

"Wireless Connection" means the telecommunications system which allows the transfer of electronic information over a distance without the use of electrical conductors or "wires"

2.2. Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. Basis of Supply of Equipment and Service

3.1. This agreement constitutes an offer which shall be deemed accepted upon successful completion of the Pilot Period and shall thereafter become a contract by acceptance.

3.2. No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.

3.3. Sales literature, price lists and other documents issued by the Supplier in relation to the Equipment and Services are subject to alteration without notice and do not constitute offers to sell the Equipment which are capable of acceptance.

3.4. An order placed by the Customer after the Pilot Period may not be withdrawn cancelled or altered prior to acceptance by the Supplier and no contract for the sale of the Equipment and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Equipment and services or has accepted an order placed by the Customer by whichever is the earlier of:-

- 3.4.1. the Supplier's written acceptance;
- 3.4.2. delivery and installation of the Equipment; or
- 3.4.3. the Supplier's invoice.

3.5. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4. The Equipment and Services

4.1. With effect from the Commencement Date the Supplier shall, in consideration of the Fees being paid in accordance with this agreement provide the Services expressly identified in this agreement.

4.2. The Supplier will use reasonable care and skill to provide the services identified in this agreement.

4.3. The Supplier shall use all reasonable endeavours to complete its obligations under the Schedule, but time will not be of the essence in the performance of these obligations.

4.4. The specification for the Equipment shall be those set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if accepted by the Supplier).

4.5. The Supplier reserves the right to make any changes in the specification of the Equipment which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Equipment is to be supplied to the Supplier's specification, which do not materially affect their quality or performance.

4.6. No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss, costs, damages, charges and expenses incurred by the Supplier as a result of cancellation.

4.7. The Supplier cannot and does not undertake to provide the Services free of faults. The Supplier will use its reasonable endeavours to provide a prompt and continuing Service but will not be liable for any loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by events beyond the control of the Supplier, or by errors or omissions of the Customer.

4.8. The Supplier excludes all and any warranties and conditions of any kind, whether express or implied, in respect of the Service and any content or data obtained or downloaded from it or the accuracy of information received through it.

4.9. From time to time certain servers, or the whole or part of the Network may be closed down for routine repair or maintenance work. The Supplier or its authorised representative shall give as much notice as in the circumstances is reasonable and the Supplier shall endeavour to carry out such works during the scheduled maintenance periods as published from time to

time.

4.10. The Supplier may occasionally have to interrupt the Service or change the technical specification of the Service for operational reasons or because of an emergency. The Supplier will give the Customer as much notice as possible of any planned interruption of the Customer's Service. In these circumstances the Customer shall have no claim against the Supplier for any such interruption.

4.11. The Supplier will correct reported faults as soon as reasonably possible. Should the Customer encounter a fault with the Service the Customer should report the fault to the Supplier. Technical support contact information including availability times is available at [www.allpaybroadband.com](http://www.allpaybroadband.com)

4.12. The Supplier may include links from time to time from its website to other Internet sites. The Supplier has no control over the content of such sites and disclaims any liability in respect of the Customer's use of such sites. The Customer may wish to use one of the available filtering software products to help prevent access to certain web content.

4.13. Upon removal of the Equipment by the Supplier for whatever reason, the Supplier shall not be liable for any repairs or alterations (or the costs thereof) to the Premises and shall not be required to make good any alterations (or be liable for the costs thereof) made to the premises during the course of installation or removal of the Equipment.

5. Customer Obligations

5.1. The Customer grants to the Supplier, upon reasonable notice, permission to:

5.1.1. execute any works on the Premises for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment;

5.1.2. keep and operate the Equipment installed on, under or over the Premises;

5.1.3. have access to the Premises for the purpose of testing or maintaining or removing any of the Equipment and/or the Service and provide a safe and suitable environment for such access visits.

5.2. The permission set out above shall continue in force after cancellation or termination of this Agreement until such time as the Supplier has removed all Equipment from the Premises.

5.3. The Customer agrees not to do or allow anything to be done to the Premises that may cause damage to, or interfere with, the Equipment or prevent easy access to it.

5.4. The Customer shall at all times comply with the conditions and requirements set out in the AUP document.

5.5. The Customer shall procure at the Customer's own expense all permissions, licences, registrations and approvals necessary for the Supplier to deliver, install and maintain the Equipment for the provision of the Services.

5.6. Following the installation of the Equipment, standard tests shall be carried out by the Supplier to ensure that the Service is ready for use. If the Service is not ready for use, the Supplier shall either repair or replace, at its sole option, the Equipment or any part thereof and repeat the standard tests. The Customer shall be entitled to use the Services following the Supplier informing the Customer of successful completion of the standard tests.

5.7. The Equipment shall remain the property of the Supplier and the Customer shall at all times make clear to third parties that the same is the property of the Supplier or a third party supplier of such equipment. The Supplier may modify, substitute, renew or add to the Equipment from time to time at its absolute discretion.

5.8. The Customer shall be responsible for ensuring at all times the safekeeping and proper use of the Equipment after delivery and installation at the Premises. The Customer shall be liable to the Supplier for any loss or damage to the Equipment (except where it can be shown that such loss or damage was caused by The Supplier's negligence or due to fair wear and tear). The Customer will notify the Supplier immediately of any such loss or damage in particular (without prejudice to the generality of the foregoing) the Customer undertakes:

5.8.1. to keep the Equipment at the Premises and not to move it;

5.8.2. to comply with all instructions as The Supplier may notify to the Customer and/or with the manufacturer's instructions and not to use the Equipment except in accordance with such written instructions and in accordance with the law and any applicable licence granted there under;

5.8.3. not to alter in any way or repair the Equipment

5.8.4. not to do anything nor to allow to subsist any circumstances likely to damage the Equipment or detract from or impair its performance or operation and not to add, modify, or in any way interfere with or impair the performance of the Equipment; and

5.8.5. not to attempt to move, tamper with, sell, transfer, dispose of, let, mortgage, charge, modify, extend, repair, service, tamper with, remove or interfere with the Equipment or suffer any distress, seizure or execution to be levied against or on the Equipment or otherwise do anything prejudicial to the Supplier or the owner of such Equipment's rights in the Equipment; and

5.8.6. The Customer shall be liable for any loss or damage howsoever caused (including but not limited to lightning or electrical damage) to any part of the Equipment or any of its own property within the Premises (except in so far as it can be shown that such loss or damage is attributable to the negligent act or omission of the Supplier). The Customer will notify the Supplier immediately of any such loss or damage.

5.8.7. The Customer undertakes to indemnify the Supplier against any and all such loss or damage referred to in this clause 5.

5.8.8. The Customer acknowledges that the Service will depend upon the characteristics of the Customer's Wireless Connection and that where it is determined that Broadband connection may not be possible to supply the Service the Supplier shall have the right to terminate this Agreement without liability to the Customer.

6. Fees and Payment

6.1. The Fees for the Equipment and Services shall be the price listed in Schedule 1 attached hereto current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.

6.2. Where the Supplier has quoted a price for the Equipment other than in accordance with the Supplier's published price list the price quoted shall be valid for seven (7) days only or such lesser time as the Supplier may specify.

6.3. The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Equipment and Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Equipment and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

6.4. The price is inclusive of any applicable value

added tax.

6.5. All payments required to be made pursuant to this Agreement (following successful completion of the Pilot Period) by either party shall be made monthly and within seven days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.

6.6. The time of payment shall be of the essence of these terms and conditions. If the Customer fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions then the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force from time to time, charge the Customer interest on the amount unpaid at the base rate published by Barclays Bank plus 2% (or such greater rate as shall from time to time be prescribed by statute) from the due date until payment is made in full. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.

6.7. All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.

7. Delivery and Installation Performance

7.1. The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Equipment may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.

7.2. The Customer shall allow the Supplier's representative to make physical alterations to the Customer's premises at the Customer's own risk for the purpose of installing the Equipment.

8. Non-Delivery of Equipment and Services

8.1. If the Supplier fails to deliver the Equipment or Services and any of them on the Delivery Date other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault the Supplier shall have no liability in respect of such late delivery.

9. Risk and Retention of Title

9.1. Risk of damage to or loss of the Equipment shall pass to the Customer at the time of being installed by the Supplier and the time that the Supplier notifies the Customer that the installation is complete.

9.2. Notwithstanding clause 9.1 above, legal and beneficial title of the Equipment shall not pass to the Customer shall remain with the Supplier for the duration of this agreement.

9.3. Until payment has been made to the Supplier in accordance with these Conditions and beneficial ownership in the Equipment has passed to the Customer, the Customer shall be in possession of the Equipment as bailee for the Supplier and the Customer shall store the Equipment separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Equipment against all reasonable risks.

9.4. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Equipment which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

9.5. The Supplier reserves the right to repossess any Equipment in which the Supplier retains title without notice. In the event of repossession the Customer shall deliver up to the Supplier all Equipment in which title has not passed, the cost of which shall be born by the Customer.

9.6. The Customer's right to possession of the Equipment in which the Supplier maintains legal and beneficial title shall terminate if:

9.6.1. The Customer commits or permits any material breach of his obligations under these Conditions;

9.6.2. The Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

10. Assignment

10.1. The Supplier may assign the Contract or any part of it to any person, firm or company.

10.2. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

11. Defective Equipment

11.1. If on delivery any of the Equipment is defective in any material respect and either the Customer lawfully refuses delivery of the defective Equipment or, if they are signed for on delivery "condition and contents unknown" the Customer gives written notice of such defect to the Supplier within three business days of such delivery, the Supplier shall at its option:-

11.1.1. replace the defective Equipment within 14 days of receiving the Customer's notice; or

11.1.2. refund to the Customer the price for the Equipment which are defective; but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Equipment if delivery is not refused or notice given by the Customer as aforesaid.

11.2. No Equipment may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Equipment returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Equipment but the Supplier shall have no further liability to the Customer.

11.3. The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration of the Equipment without the Supplier's approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.

11.4. Equipment, other than defective Equipment returned under Conditions 11.1 or 11.2, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.

11.5. Subject as expressly provided in these Conditions, and except where the Equipment are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12. Customer's Default

12.1. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:-

12.1.1. cancel the order or suspend any further deliveries of Equipment and Services to the Customer;

12.1.2. appropriate any payment made by the Customer to such of the Equipment and Services (or the Equipment and services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

12.2. This condition applies if:-

12.2.1. the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or

12.2.2. the Customer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or

12.2.3. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

12.2.4. the Customer ceases, or threatens to cease, to carry on business; or

12.2.5. the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

12.3. If this Condition applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Equipment has been delivered but not paid for the Fee shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. Liability

13.1. If the Supplier fails to perform the service with care and skill it will carry out remedial action at no extra cost to the Customer. If no remedial action is possible the Supplier will pay for the damage caused.

13.2. The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from loss or damage to any equipment (including that of third parties) caused by the Customer.

13.3. Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

13.4. Nothing in this Agreement shall exclude or limit liability for (a) death or personal injury resulting from the negligence of either party or their servants, agents or employees or (b) fraud.

13.5. The Supplier shall not be liable in contract, tort, pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise arising out of or in connection with this Agreement for:

13.5.1. any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or

13.5.2. any loss of goodwill or reputation; or

13.5.3. any special, indirect or consequential losses or any destruction of data, in any case, whether or not such losses were within the contemplation of the parties at the date of this Agreement, suffered or incurred by that party arising out or in connection with the provisions of, or any matter under this Agreement.

13.6. Subject to paragraphs 13.4 and 13.5 the Supplier's liability to the Customer in contract, tort, negligence, pre-contract or other representations arising out of or in connection with this Agreement or the performance or observation of its obligations under this Agreement shall be limited in aggregate to £250.

13.7. Each provision of this condition 13 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason any other provision does not remain in force, notwithstanding the expiry or termination of this Agreement.

14. Communications

14.1. All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:

14.1.1. (in the case of communications to the Supplier) to its registered office or such changed address as shall be notified to the Customer by the Supplier; or

14.1.2. (in the case of the communications to the Customer) to the address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Supplier by the Customer.

14.2. Communications shall be deemed to have been received:

14.2.1. if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or

14.2.2. if delivered by hand, on the day of delivery; or

14.2.3. if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

15. Force Majeure

15.1. In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 15.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

15.2. Sub-clause 15.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

15.3. Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

15.4. If and when the period of such incapacity exceeds six (6) months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

16. Waiver

16.1. No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

17. Severance

17.1. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

18. Third Party Rights

18.1. A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

19. Term and Termination

19.1. This Agreement shall (subject to provisions herein for earlier termination) continue for an initial term of twelve (12) Months and thereafter until terminated by either party giving to the other not less than thirty (30) days notice in writing, such notice to expire no earlier than the end of the Initial Term

19.2. Upon termination for whatever reason, the Supplier shall upon giving reasonable notice to the Customer be entitled to enter onto the premises for the purposes of removing the Equipment.

19.3. The Supplier may end this Agreement immediately upon written notice to the Customer if:

19.3.1. The Supplier considers in its absolute discretion that the Pilot Period has been unsuccessful.

19.3.2. it becomes unlawful for (i) the Supplier to continue to provide the Service; or (ii) the Supplier is required to cease the Service by a competent regulatory authority; or

19.3.3. The Customer (or a third party acting on the Customer's behalf or instruction) fails to comply with any of the Conditions of this Agreement including the Customer's obligation to pay and the Customer does not remedy such failure within fifteen (15) days of a request to do so.

19.4. Upon termination of this Agreement the Customer shall immediately stop using the Service and the Customer's right to use the Service shall immediately terminate.

19.5. While the Equipment remains in the Customer's possession the Customer is under a duty to ensure that the Equipment is kept safe and secure.

20. Governing Law and Jurisdiction

20.1. These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.

21. Data Protection

21.1. The Customer authorises the Supplier to process the Customer's personal data in accordance with the Data Protection Act 1998

22. Amendments

22.1. The Supplier reserves the right to make amendments to the terms and conditions of this agreement at any time upon notification to the Customer.

#### ALLPAY BROADBAND

##### ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") should be read in conjunction with the Terms and Conditions.

##### Definitions:

Allpay: means Allpay Limited whose registered office is at Fortis Et Fides, Whitestone Business Park, Whitestone, Hereford, Herefordshire HR1 3SE the provider of radio broadband services in accordance with the Terms and Conditions

User: means the Customer at set out in the Terms and Conditions and any other individual or group of individuals using the Services at the Customer's premises.

Services: means the provision of Broadband Services

Terms and Conditions: means the terms and conditions of business entered into between Allpay Limited and the Customer

Allpay supports the free flow of information and ideas over the internet and does not actively monitor use of the services under normal circumstances. Allpay does not exercise editorial control over the content of any web site, electronic mail transmission, news group or other material created or accessible over or through the Services.

However breach of this acceptable user policy may result in the Services being suspended or terminated.

Allpay reserves the right to modify this Policy at any time. Changes made to the Policy become effective upon posting of the modified Policy to this website. It is the User's responsibility to ensure their awareness of any such changes.

The following constitutes a breach of this AUP:

Using the Services to transmit material (by emailing, uploading, downloading or posting or otherwise) that intentionally or unintentionally violates any local or international law. The transmission, distributing or storage of any material in violation of any applicable law including without limitation material protected by copyright, trade mark, trade secrets, confidential information, trade secret or intellectual property rights and material that is obscene, defamatory and/or constitutes an illegal act or threat.

circumventing User authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with the Service to any User, host, or network (referred to as "denial of service attacks").

Failure to conform to the Internet protocols and standards.

sending unsolicited bulk e-mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements) etc.

sending unsolicited bulk e-mail messages or viruses either directly or by relaying through the User's systems.

For the avoidance of doubt, Users must ensure that their systems cannot be relayed through.

forwarding or propagate chain letters or malicious e-mail, soliciting e-mail for any other address other than that of the User, without with full consent of the owner of the referred address, overloading the network by whatever means. Use of IP multicast other than by means provided and co-ordinated by Allpay.

Violations of system or network security. It should be noted that this may result in criminal and civil liability. Allpay will investigate any incidents involving such violations and where necessary and at its absolute discretion shall provide such information as is necessary to the Police, or any other relevant civil authority.

Examples of system or network security violations include, without limitation, the following:

Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express authorisation of the owner of the system or network;

Unauthorised monitoring of data or Traffic on any network or system without the express authorisation of the owner of the system or network;

Interference with service to any User, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks;

Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

The above list is not exhaustive and Allpay reserves the right in its absolute discretion to suspend or terminate the Services in the event that it becomes aware of any use of the Services which it considers to be unacceptable, illegal or offensive to any actual or potential person, firm or company.

##### Acknowledgements

In signing the Terms and Conditions, the User acknowledges as follows:

That Allpay is not responsible for the content of any message whether or not the posting was made by an Allpay customer.

That the network utilised by Allpay may be used to link into other networks worldwide and the user agrees to conform to the acceptable use policies of these networks.

That Allpay is not responsible in any way for the Customer's own computer hardware and/or software and the Customer

shall ensure that the Customer's own computer hardware and software meets all required legal and safety requirements and is virus protected.

That the availability of the Allpay Service is dependent upon reasonable usage of the network.

That Allpay reserves the right to manage the traffic of those Customers whose usage of the Service considers in its absolute discretion to be either not consistent with or appropriate for the Service to which they subscribe and/or detrimental to the other Users who share the network.

Complaints regarding illegal use, network security or breach of this policy should be sent to [broadbandsupport@allpay.net](mailto:broadbandsupport@allpay.net)

##### ALLPAY LIMITED CODE OF PRACTICE FOR HANDLING OF COMPLAINTS

Allpay Broadband is a wireless broadband service aimed at rural communities where broadband coverage is otherwise poor.

We aim to provide the best service that we can whilst at all times adhering to relevant legislation and guidelines stipulated by OFCOM and the ISPA.

Should you wish to contact us and/or are dissatisfied with any of our services or should you wish to report a complaint or a breach of our acceptable users policy, please read this Code of Practice and contact us using any of the following methods:

##### Contacting Allpay Broadband

There a number of ways that you can contact us and we will be happy to answer your questions.

Customer Services can be contacted by telephone on 0844 557 8349. Our offices are open Monday to Friday from 9am to 5pm.

Or you can contact us via our website at [www.allpaybroadband.com](http://www.allpaybroadband.com)

Or email us at [broadbandsupport@allpay.net](mailto:broadbandsupport@allpay.net)

Our office address is : Allpay Limited Fortis et Fides, Whitestone Business Park, Whitestone, Hereford HR1 3SE

##### Complaints

Should you wish to raise a complaint, please contact us using any of the methods above. Please have your contact details and any reference numbers to hand.

We will aim to respond to your complaint as soon as reasonably practical according to the nature of the complaint, our opening hours and the speed in which we are able to investigate your complaint.

If your complaint cannot be immediately resolved, we will investigate your complaint and respond to you as soon as reasonably practical either by telephone, email or by letter sent by ordinary first class post.

Should your complaint relate to an interruption to your broadband service, we shall work towards restoration of your broadband service at the earliest opportunity using our best endeavours.

Our aim is to resolve complaints to your complete satisfaction. This may be achieved by all or any of the following:

Providing you with a written apology.

Providing you with an alternative service or equipment in accordance with our terms and conditions.

Providing you with a refund of charges where a refund may be due in accordance with our terms and conditions.

If we are still unable to resolve your complaint satisfactorily, or in any event within 8 weeks of the complaint being raised, we shall indicate this in writing to you and you may complain to CISAS. Allpay is a member of CISAS which is an Ofcom approved independent dispute resolution provider

CISAS can be contacted at 24 Angel Gate, City Road, London EC1V 2PT or by telephone on 020 7520 3827 and by email to [info@cisas.org.uk](mailto:info@cisas.org.uk). For more information, please visit their website at [www.cisas.org.uk](http://www.cisas.org.uk).

How to obtain a copy of this Code of Practice

This Code of Practice is published on our Web site at [www.allpaybroadband.com](http://www.allpaybroadband.com)

Additional copies are available on request and free of charge to any domestic and small business customers. It is also available in large print.

##### Other Information

This Code has been approved by Ofcom for the purposes of section 52 of the Communications Act 2003. The Guidelines for producing codes of practice are on Ofcom's Web site at [http://www.ofcom.gov.uk/telecoms/loi/g\\_a\\_regime/gce/ccodes/c\\_codes.pdf](http://www.ofcom.gov.uk/telecoms/loi/g_a_regime/gce/ccodes/c_codes.pdf)