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TERMS AND CONDITIONS

1. Definitions

- 1.1. "The Company" means London Web Limited or as the context requires any of its subsidiaries from time to time.
- 1.2. "Customer" means the Customer of the Company.
- 1.3. "Equipment" means any hardware or software acceptable to the Company capable of connecting into the data system operated by the Company.
- 1.4. "Services" means a basic service providing two-way communication of data or speech via the System and any other such additional service as the Company may at its option choose to make available from time to time.
- 1.5. "System" means the data system operated by the Company.
- 1.6. "Public System" means any public or private telecommunication system capable of connecting with the System.
- 1.7. "Connection Charges" means the sums set out in the application form. If no such sums are set out the Connection Charges will be those published by the Company at the date of the Customer's application and acceptance.
- 1.8. "Charges" means the charges of the Company for the provision of the Services which are published from time to time.
- 1.9. "Connection" means the acceptance of the Customer as a subscriber to the System.
- 1.10. "PSTN" means Public Service Telephone Network e.g. BT. Mercury. Energis etc.
- 1.11. "Licensed Programmes," means programmes used by London Web in Connection with System and the Services.

2. Acceptance of Application

This Agreement shall commence on the date of connection of the Customer to the System, which shall be deemed to be the date of acceptance by the Company for the purpose of this Agreement.

3. Purchase of goods

- 3.1. The Customer shall pay the price of the goods on the date specified by the invoice for the goods. If any part of this invoice remains unpaid after thirty (30) days from the date of the invoice, the balance unpaid shall bear interest and such interest shall be payable by the Customer to the Company at the rate of 4 per cent over the base rate, at the time for Lloyds TSB Plc, until payment in full.
- 3.2. If after sixty (60) days the Company refers the unpaid invoice to a collection agency, the Customer is responsible for the collection charges, which may be added to the unpaid invoice.
- 3.3. Such goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Customer shall have paid the Company the agreed price of those goods together with the full price of any other goods on the invoice raised in relation to those goods.
- 3.4. The Customer's right to possession of the goods shall cease if they fail to comply with a statutory demand, fail to entitle a receiver to take possession of any assets or fail to allow any person to present a petition for winding up.
- 3.5. Time for the delivery of goods under this agreement is not the essence of the agreement, and the only liability of the Company shall be to deliver the goods within a reasonable time. If for any reason after acceptance of this agreement the Company shall not be able to deliver the goods within a reasonable time, notice in writing to the Customer will be given and the Company will thereafter be under no liability whatsoever to the Customer.
- 3.6. In the goods supplied, the Company reserves to itself any copyright, patent, trademark, or registered design.

4. Provision of Services by the Company

4.1. The Company will use its reasonable endeavours to provide the Services to the Customer throughout the term of the Agreement unless terminated in accordance with Clause 6 or 7 below.

4.2. The Company will not be liable for any loss of data resulting from any cause including delays non-deliveries missed deliveries or service interruptions caused by events beyond its control or by errors or omissions of the customer. For the avoidance of doubt this shall also exclude any warranty as to the accuracy of the information received through the system or service.

4.3. This Agreement contains express warranties undertakings and obligations of the Company. All other conditions warranties terms undertakings and obligations of the Company whether implied by statute common law custom trade usage or otherwise and all duties of care contracted or otherwise and all liabilities of the Company arising therefrom are hereby wholly excluded to the extent permitted by the laws of the United Kingdom.

4.4. The liability of the Company (if any) in contract tort negligence otherwise arising out of or in connection with supply of services hereunder shall be limited in respect of any one event or a series of two or more connected events to £200.00.

5. Payment

5.1. The Customer will pay the Company: -

5.1.1. the Connection Charge and all Charges whether monthly quarterly or annual referred to on the application form or for any additional services requested in writing by the Customer at a later date;

5.1.2. a fee of £25.00 per incident for cancelled dishonoured or failed direct debit mandates standing orders credit card payments or cheques

5.1.3. V.A.T. where appropriate.

5.1.4. statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 if payments are not made according to the agreed terms.

5.2. The Customer will be responsible for the payment of all call charges to their domestic PSTN carrier, which are required to facilitate the interconnection between their domestic PSTN carrier and the System. For the avoidance of doubt these charges are generally charged at local rates where the Customer is dialling a local Point of Presence or the Company alternatively a local call rate number that provides direct connection to the System

6. Terms and Suspension of Service

6.1. The initial contract term shall be as stated in the Agreement. The term shall commence on the date of acceptance by the Company and shall continue during the period covered by payment of the Charges unless and until terminated by either party giving notice in accordance with Clause 7. Notwithstanding termination of this agreement in accordance with Clause 7 all Charges due under this Agreement shall be payable by the Customer.

6.2. The Company may from time to time and without notice suspend the Services in any of the following circumstances and during any period of suspension, other than under 6.2.1 below, the Customer will be liable for the standing charges for the period of suspension or termination.

6.2.1 during any technical failure lasting more than 24 hours

6.2.2. if the customer fails to comply with any of these terms and conditions (including failure to pay charges due) until the breach (if capable of remedy) is remedied or does or allows to be done anything which in the opinion of the Company may have the effect of jeopardising the operation of the service or

6.2.3. if the Company has not received a completed Dial Up Customer application within 14 days of connection or

6.2.4. if any misrepresentation has been made by the Customer or there has been or is considered to be a breach of any of the terms and conditions of this Agreement including without limitation late or non-payment of sums due by the Customer

6.2.5. if the Post Office inform the Company that they have been unable to deliver any mail sent by the Company to the Customer at the address given

6.2.6. if the direct debit completed by the Customer is not accepted by the Customer's bank or is subsequently cancelled or dishonoured by the Customer or the Customer's bank.

6.3. The Company may from time to time and without notice suspend the Service to the Equipment or the System in order to carry out emergency maintenance work. Routine Maintenance will be carried out at the discretion of the Company as is necessary, but in order to minimise disruption and the Customer will be notified by E-mail of such events if practicable save in the case of emergency.

7. Termination

7.1. By the Customer

The Customer may at any time after the expiry of the initial contract term give the Company not less than ninety (90) days written notice to terminate this Agreement or at the option of the Customer notice of immediate termination provided payment is made in accordance with Clause 7.2.3. hereof.

7.2. By the Company

Without prejudice to any other claim or remedies which the Company may have against the Customer the Company may (without incurring any liability to the Customer) terminate this Agreement by not less than five (5) days notice or immediately by written notice in any of the following circumstances.

7.2.1. if the Customer fails to comply with any of the terms of this Agreement

7.2.2. if the Customer makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy or if any petition receiving order in bankruptcy is presented or made against the Customer or if the Customer is a Limited Company and a resolution to wind up that Company is passed or if a receiver or administrator is appointed over the whole or any such part of the Company's assets or if the Company reasonably anticipates that any of these events: -

7.2.2.1. are imminent or

7.2.2.2. if the Customer does or allows to be done anything which in the opinion of the Company will or may have the effect of jeopardising the operation of the System or Services offered by the Company or

7.2.2.3. if for any reason the PSTN operators cease to make the system available to the Company or the services are substantially reduced for a period exceeding sixty (60) days

7.2.3. if this Agreement terminated earlier than the initial term by the Company due to circumstances defined in clauses 6 and 7 (2) above or where notice has been given by the Customer, the Customer shall pay the Company on demand all charges outstanding at the time of disconnection together with an amount equal to the Charges detailed in the Agreement multiplied by the number of months left to run (or any part thereof) of the initial term in addition to the ninety (90) days notice period

8. Improper Use and Liabilities

8.1. The Customer acknowledges that it may only use the Services for lawful purpose and warrants that it shall not (or authorise or permit any other party to) use the Services to receive or transmit material, which is in violation of any law or regulation.

8.2. The Customer acknowledges that it will not use the Services to receive or transmit material which may be obscene threatening menacing offensive defamatory in breach of confidence or in breach of any intellectual property right (including copyright) or be otherwise unlawful.

8.3. The Customer acknowledges that it shall not knowingly or recklessly transmit any electronic material (including viruses) through the System, which shall cause or is likely to cause detriment or harm in any degree to computer systems owned by the Company or other Internet users.

8.4. The Customer acknowledges that its account is to be used by the registered user named in the Agreement only and that it will not allow simultaneous access using the same login as the registered user of the account.

8.5. The Customer will keep the use name and password secure and not let them become public knowledge.

8.6. The Customer acknowledges that the password will not be stored anywhere on a computer in plain text and that if the password becomes known to any other unauthorised user it will inform the Company immediately.

8.7. The Customer hereby agrees to fully indemnify and to hold the Company harmless from and against any claim brought by a third party resulting from the use of the Services or the System network by the Customer and in respect of all losses costs actions proceedings claims damages expenses (including reasonable legal costs and expenses) or liabilities whatsoever suffered or incurred directly by the Company in consequence of the Customer's breach or non observance of these terms and conditions.

8.8. The Customer shall consult with the Company and shall defend and pay all costs damages awards fees (including any reasonable legal fees) and indemnify and satisfy any judgements against the Company arising from the above claims and shall provide the Company with notice of such claims. If the Company so decides the Company shall defend all claims at the cost of the Customer and the Customer hereby grants the Company full authority to defend compromise or settle such claims and reasonable assistance necessary to defend such claims at the Customer's sole expense.

8.9. The Customer acknowledges that the Company is unable to exercise control over the content of information passing over the System via the Services and the Company hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.

9. Connection to other networks

The Services may be used by the Customer to link into other networks worldwide and the Customer agrees to conform to the acceptable use policies of such networks.

10. Restriction against sub-leasing/re-selling

The Customer in entering into this contract undertakes that it will not assign lease sub-sell or in any other way transfer the right to use the Services hereunder. Any failure to comply will result in the Services being terminated by the Company forthwith and the Customer will indemnify the Company in full for any loss suffered by it due to such act.

11. Use of the System

The Use of the System must conform to the Company's guidelines. The Company will not permit applications to transmit live on

video audio or in such manner that requires too great a demand of the System. Use of the System not in accordance with the provisions hereunder is prohibited. Use of Multicast other than by means provided and co-ordinated by the Company is also prohibited

12. Assignment

The Company shall be entitled to assign this agreement either in whole or in part. This Agreement shall be personal to the Customer who shall not be entitled to assign this agreement in whole or part.

13. Data Protection

The Company reserves the right to put the names and other information from the registration form relating to its Customers into a computerised directory for its own use.

14. Software Agreement

The Company and its suppliers own the Licensed Programs and the documentation provided with this Agreement both of which are protected by copyright. Your right to use the Licensed Programs and documentation is limited to the terms and conditions described below: -

14.1. Licence

The Customer may: -

14.1.1. use the enclosed Licensed Programmes on a single computer only

14.1.2. physically transfer the Licensed Programmes from one computer to another provided that the Licensed Programs are used on only one computer at a time and that you remove any copies of the Licensed Programs from the computer from which the Licensed Programs are being transferred

14.1.3. make copies of the Licensed Programs solely for the purposes of backup. The copyright notice must be reproduced and included on the label on any backup copy.

The Customer may not: -

14.1.4. distribute any copy of the Licensed Programmes or their documentation to others

14.1.5. rent lease or grant your rights to the Licensed Programmes to any other person or Company directly or indirectly

14.1.6. translate reverse engineer decompile or disassemble or otherwise use the Licensed Programme or their documentation without the prior written consent of the Company except to the extent that the law specifically prohibits such restriction

14.1.7. ship or transmit directly or indirectly any copies of the Licensed Programmes or any technical data in the Licensed Programmes or its media or any direct product thereof to any entity country or destination.

15. Licence Term

The Customers license remains in effect until terminated. The Customer can terminate it at any other time by destroying the Licensed Programmes together with all copies of the Licensed Programmes in any form the Customers license will automatically terminate without notice if the Customer fails to comply with any term and condition on this Agreement upon any termination the Customer must return the Licensed Programmes and all copies to the Company upon termination of this Agreement.

16. Limited Warranty

The Company warrants the media on which the Licensed Programmes are provided will be free from defects in materials and workmanship under normal use for a period of thirty days after purchase. Defective media may be returned with proof of purchase for replacement without charge during the thirty (30) day warranty period, the Company or the other software providers warrant that the Licensed Programs are error-free, will operate without interruption or are compatible with all equipment and software configurations. In addition the security mechanism implemented by the software has inherent limitations and you must determine that the software sufficiently meets your needs. This warranty does not cover any Licensed Programmes which have been subjected to damage or abuse or which have been altered or changed in any way the Company is not responsible for problems caused by computer hardware computer, operation systems or the use of the Licensed Programmes in conjunction with software which has not been supplied by the Company. Except as provided in this section the Company makes no other warranties express or implied with respect to the Licensed Programmes their merchantability or their fitness for a particular purpose.

17. Limitation of Liability

17.1 Repair replacement or refund (at the option of the Company) is the only remedy if there is a defect

17.2. In no event shall the Company or any other software providers be liable for indirect incidental or consequential damages including without limitation loss of income data use or information even if the Company or other software providers have been advised of the possibility of such damages.

17.3. In no circumstances shall the liability of the Company or the other software providers exceed the amount paid for the Licensed

Programmes at the time of issue. The Customer shall not use the Licensed Programmes in any case where damage or injury to person property or business may occur if any error occurs. The Customer expressly assumes all risk for such use.

17.4. The Company reserves the right to vary these terms and conditions from time to time. Such changes shall be notified to the Customer by E-Mail and be posted on the System. Changes in this manner shall be deemed to have been accepted if the Customer continues to use the service after a period of two (2) weeks from the date of E-Mail or of posting on the Website whichever is the latter.

18. Miscellaneous

18.1. Representations

18.1.1. The Customer agrees that this agreement by the Customer is the complete and exclusive statement of the agreement between the parties which supersedes all understandings prior to this agreement oral or written and all representations or other communications between the parties relating to the subject matter of this Agreement.

18.2. Notices

18.2.1. The Customer must promptly advise the Company of any changes of payment details or address.

18.2.2. Any notice hereunder sent by the Company to the Customer shall be deemed received by the Customer forty eight (48) hours after the date of first class prepaid postage to the Customer address given on the Agreement or such subsequent address as may have been properly notified to the Company in writing.

18.2.3. Any Notice hereunder sent by the Customer to the Company must be sent by recorded delivery to the Company's address given on the Agreement or notified to the Customer in writing.

18.3. The Company shall not be liable in respect of any breach of this contract due to any cause beyond its reasonable control including but not limited to Act of God inclement weather act or omission of Government or public telephone operators or other competent authority or other party for whom the Company is not responsible.

18.4. The Customer acknowledges that it has read and accepts the terms of this Contract and that in signing this agreement it has been duly authorised by its parent company (if the Customer is a corporation) or all its partners (if the Customer is a partnership) to bind the same jointly and severally to the performance of this agreement should the Customer fail to meet any of its obligations hereunder

18.5. This Agreement shall be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.