

Plaistow Communications

COMMUNITY INTEREST COMPANY

PLAISTOW COMMUNICATIONS CIC TERMS AND CONDITIONS

The Acceptable Use Policies ("AUPs") attached (as amended from time to time), together with this Terms and Conditions Agreement ("Terms") form the contract between Plaistow Communications CIC. ("the Company") and yourself ("the Customer") for the supply by the Company to the Customer of the Goods and/or Services (as hereinafter defined).

1. DEFINITIONS

1.1. In this Terms and Conditions Agreement the following words and phrases shall have the following meaning;

1.1.1. "The Company" is Plaistow Communications CIC company number 6202417 whose registered office is at The Bush House, Rickmans Lane, Plaistow, Billingshurst, West Sussex RH14 0NT.

1.1.2. "Us" or "We" as described in 1.1.1.

1.1.3. "The Customer" is the person or company whose name and address is set out in the application form for the supply by the Company to the Customer of the Goods and Services (as hereinafter defined).

1.1.4. "You" or "Your" as described in 1.1.3.

1.1.5. "Goods" are those goods specified on your order/invoice.

1.1.6. "Service" is the service provided by us to enable you to gain access to the Internet via the wireless network and any Services and facilities provided by us in connection with the Service, those Services specified on your order/invoice, also as described in the Company's literature at the date of completion of the afore mentioned order/invoice.

1.1.7. "Subscription Fee" is the periodic fee payable by Customers for which Customers will receive the ongoing Services.

1.1.8. "Law" means the laws of England from time to time.

2. AMENDMENTS

2.1. The Company reserves the right to modify, suspend or discontinue any or all of the Services or to alter these Terms upon giving not less than one month's notice to the Customer such variations to take effect at the commencement of the next month for which the Service is to be provided.

3. THE SERVICES

3.1. Upon payment of the fees and acceptance of the application to become a Customer, the Company shall provide, and grant to the Customer a non exclusive, non-assignable and non-transferable license to use the Services, and in the case of ongoing Services will do so until the Customer Service period expires or is terminated. Acceptance of the Services by the Customer constitutes automatic acceptance of these Terms and Conditions of business and the Acceptable Use Policies of all associated Services.

3.2. The Company agrees to provide the Customer with transit services for general Internet access. The Company agrees, (for the Subscription Fee paid by the Customer) to deliver IP packets to the Customer Network boundary only and cannot accept or be held responsible for the transit, routing and delivery to individual workstations on the Customer Network.

3.3. We will use our best efforts to provide you with a high quality Service. In order to maintain the quality and safety of the Service for all our users, we reserve the right to temporarily suspend the Service for repairs, maintenance and/or improvement of the Service, but we will give you as much notice as is reasonably practicable before doing so.

3.4 Our obligation to provide the Service is subject to our ability to receive broadband access from third parties and we shall not be liable to the extent that the failure of this access prevents us from providing the Service in whole or in part.

4. CONDITIONS OF USE

4.1. You shall provide us promptly with all information that we may reasonably require in order to carry out our obligations under this agreement.

4.2. The Customer is responsible for all use of Services accessed through their account and for providing a computer necessary for connecting to, and accessing, the Service.

4.3. You are responsible for ensuring that your account is used in accordance with these Terms. You are also required to adhere to the AUPs that we publish from time to time for those components of the Service that you use. If you breach them, we have the right, at our sole discretion, to suspend or terminate your account without notice or refund, to make an additional charge for the misuse, or to block access to the relevant component of the Service.

4.4. If, while using the Service, you discover anyone else who is in breach of clause 4.3. above, you should inform us immediately.

4.5. You will not use the Service for any illegal purpose.

4.6. Services are provided for a minimum 6 month term and thereafter for periods of 1 month at a time. For this purpose a month is understood to be 30 days

4.7. The Customer may use the Services to link to other networks world-wide and the Customer agrees to conform to the acceptable use policies and terms and conditions imposed by the operators of those networks and services.

5. RESTRICTION ON USE OF SERVICE, FAULTS

5.1. Each Customer's account is only to be used to gain access to Internet services by the Customer and other residents at the customer's address. The customer undertakes not to permit access to the service by any other person.

5.2. It is the Customer's responsibility to supply the equipment within his property which is necessary to connect to the Network.

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5.3. The Customer's internal network configuration remains the responsibility of the Customer. Any interruptions to the Services that occur as a result of an internal configuration issue are not deemed as an interruption or suspension of the formal provision of the Service.

5.4. If there is a fault with the Service, you should report it as soon as possible to the contact details which will notify to you from time to time.

5.5. You are required to keep the contact details that you provided us with up to date. We may send notices or other information to you at the address you gave us. We will not pass these details to other companies.

6. CHARGES

6.1. You have subscribed to our service for a minimum period of 6 months. The fee is £25 per month (or such other fee as we shall notify to you by not less than one month's notice expiring at any time on or after the end of the first six months of your subscription). We require payment of the first month's subscription upon application together with a standing order for all future monthly payments. Your account may be suspended or closed if any sum due for the service is unpaid or is in arrears.

6.2. Should the Customer wish to terminate the Services with the Company, it is the Customer's responsibility to terminate their standing order with the bank.

6.3. The price shall not include Value Added Tax or any other tax or duty payable by the Customer which if applicable shall be added to the price and shall be paid in addition herein by the Customer, unless stated on the invoice.

6.4. The Company reserve the right to charge interest at 4% per annum above the base rate of Barclays Bank Plc on all and any unpaid sums until payment in full (including all/any interest due) is received by the Company. Interest shall be accrued day to day.

6.5. In the event of default of payment the Company reserves the right to suspend the Service provided to the Customer without refund.

7. LIABILITY

7.1. The Customer agrees the use of the Services is at the Customer's sole risk. The Company, its agents, contractors, licensors, employees and information providers providing the Services for the connection from the Customers hardware to the Company or the Internet do not guarantee that these Services will be uninterrupted or free from error. The Customer accepts that without notice for commercial, technical (see below) or other reasons:

7.1.1. The Service or part thereof may be suspended

7.1.2. A network or service provider connected to the Service may suspend or terminate its connection to the Service.

7.1.3. The Service may suspend or terminate its connection with another network or service provider, and any such suspension or termination shall not be in breach of these Terms.

7.2. The Company may from time to time close down the whole or part of the network for routine repair or

maintenance work. The Company shall give as much notice as in the circumstances is reasonable and shall endeavour to carry out such works during the scheduled maintenance periods as published by the Company as appropriate.

7.3. The Company may from time to time without notice close down or restrict the whole or part of the Service where necessary for emergency repair, to prevent overload of the network, or to preserve the safety, security or integrity of the Service and traffic conveyed. The Company shall at its sole discretion decide when such action is necessary.

7.4. The Customer acknowledges that the Company, its agents, contractors, licensees, employees and information providers providing Services are unable to exercise control over the content of the Internet; and the Company therefore excludes all liability of any kind for defamation and the transmission or reception of material of whatever nature other than information inserted by the Company. The Company specifically excludes any warranty as to the quality, content or accuracy of information received through or as a result of the use of the Services.

7.5. The Customer agrees and acknowledges that he/she is in a better position to foresee and evaluate any potential damage or loss he/she may suffer in connection with the Services or Software licence (if any) or any other Service provided to him/her under this agreement; that the Company cannot adequately insure its liability to the Customer; and that the charges payable under this agreement have been calculated on the basis that the Company shall exclude liability as set out in this condition.

7.6. This agreement contains express warranties, undertakings and obligations of the Company and any other condition or warranty which might be implied or incorporated within these Terms, by reason of statute or common law or otherwise, is hereby expressly excluded so far as may be permitted by law. While the Company and its employees will use all reasonable endeavours to provide a prompt continuing Service, it will not be liable for any loss of data resulting from inter alia delays, non-delivery, missed deliveries or Service interruptions caused by events beyond the control of the Company or by any errors or omissions of the Customer.

7.7. In no circumstances whatsoever will the Company be liable to the Customer in contract, tort, negligence or otherwise for indirect, incidental, special or consequential damages or any loss of business, contracts, profits or anticipated savings arising out of the use of the Service or inability to use the Service or out of any breach of any warranty.

8. INDEMNITY

8.1. The Customer hereby agrees to indemnify and hold the Company, its agents, contractors, licensors, employees and information providers providing services harmless from any loss suffered by the Company as a result of a breach of the terms and conditions of this agreement by the Customer and from any claim brought by third parties alleging that use of the Service by the Customer or under his/her account has infringed any intellectual property or other right of any kind, or

any applicable UK or international legislation or regulation. The Customer shall pay all costs, damages, awards, fees (including legal fees) and judgments awarded against the Company arising from such claims, and shall provide the Company with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at the Customer's sole expense.

9. TERMINATION

9.1 The Company may terminate a Customer's account at any time, without prior notice and without affecting any accrued rights or claims of the Company where the Services are misused by the Customer including illegal use or for non-payment of the Subscription Fee or for breach of these terms and conditions. Subsequently such a person may be refused future account facilities with the Company. It should be noted that such termination will in no way indemnify the Customer against any criminal proceedings which may be brought by the authorities of the United Kingdom or any international legislative body, for such misuse.

9.2. The Company may, notwithstanding clause 8.1, terminate a Customer's account at any time without any reason on repayment of a pro-rata sum for the unfulfilled period of the Subscription Fee paid by the Customer. In the event of the Customer being in breach of any of these terms and conditions or any rules issued by the Company, the Company will be under no obligation to reimburse the Customer under this provision.

9.3. The Company reserves the right to suspend provision of Service for the duration of any non-payment period. Suspension of Services does not necessarily constitute termination and the Customer may be liable (at the Company's discretion) to pay a reconnection fee to the Company to recommence subscription Services.

9.4. After the expiry of the initial six month period, the Customer may terminate his/her account at any time by giving 30 days' written notice to the Company to expire at the end of a completed subscription month. No refunds of 'parts' of 'months' shall be made.

10. ASSIGNMENT

10.1. The Company shall be entitled to assign this agreement either in whole or in part. The Customer shall not assign, re-sell, transfer or sub-lease the Services or his/her rights under these terms and conditions. Breach of this restriction in any way, whether successful or not, will result in the Customer's account being terminated.

11. PERSONAL DATA

11.1. The Company will hold the names and other information from the Application Form relating to Customers in a computerised database for internal use only.

12. FORCE MAJEURE

12.1. The Company shall not be liable for failure of the Service by circumstances beyond the Company's control. This includes, but is not limited to; acts of God, fire, lightning, explosion, war disorder, flood, industrial disputes, sabotage, extremely severe weather or acts of local or central Government or other competent authorities.

12.2. Should any event of Force Majeure continue for more than 90 days than either party shall be entitled to terminate this agreement forthwith.

13. GENERAL

13.1. This agreement constitutes the entire agreement between the Parties and supersedes any prior agreement whether written or oral.

13.2. This agreement shall be governed by and construed in all respects in accordance with the laws of England and the parties submit to the jurisdiction of the Courts of England.

13.3. If any of the provisions or clauses or sub-clauses of this agreement is held not to be valid but would be valid if parts of the wording were deleted or modified, then that term shall apply with such deletion or modification as may be necessary to make it enforceable.

13.4. If any part of this agreement or the application thereof to any person shall for any reason be adjudged by a court of competent jurisdiction to be invalid such judgement shall not affect the remainder of this agreement which shall continue in full force and effect.

13.5. Expressions in the singular include the plural and the masculine include the feminine and vice versa.

14. WAIVER

14.1. Failure by the Company to exercise any of its rights thereunder shall not amount to a waiver of any such right, or operate so as to bar the exercise of enforcement at any time or times hereafter.

15. NOTICES

15.1. Any notice to be served by the Company on the Customer shall be deemed to have been duly served if sent by e-mail or first class post to the Customer at his last known address. Any notice served by first class post shall be deemed to have been served five days after posting and any notice served by e-mail shall be deemed served 48 hours after sending.

15.2. Any notice to be served on the Company should be served by sending it by post to the Company's registered address.