Herefordshire Community Networks CIC

New Barn
Dewsall
Hereford HR2 8DA
phone: 07858 416041
e: hereford.cic@gmail.com
w: www.hereford-cic.net

Service Terms and Conditions

Our Purpose: to provide our customers with clear, concise and detailed information regarding the terms and conditions under which the company provides them with telecommunication services and products

We are committed to providing services under terms which meet or exceed our customer's expectations

PARTIES 2

1: DEFINITIONS AND INTERPRETATION 2

2: SERVICE ORDERS 3

3: COMPANY OBLIGATIONS 3

4: CUSTOMER OBLIGATIONS 4

5: USING OUR SERVICES 4

6: CUSTOMER EQUIPMENT 5

7: TERM AND TERMINATION 5

8: SUSPENDING THE SERVICES 6

9: WARRANTIES 7

10: LIMITATION OF LIABILITY AND NON-AVAILABILITY 7

11: FEES AND PAYMENT TERMS 9

12: TITLE AND LICENSING 9

13: WAYLEAVES 9

14: PRIVACY / DATA PROTECTION 10

15: CONFIDENTIALITY 10

16: GENERAL 11

Herefordshire Community Networks CIC Terms and Conditions of Service

These Terms and Conditions of service may be updated by us from time to time so please check the HCN website regularly. Use of our broadband service is subject to our 'acceptable use policy' which the Customer can read on the HCN Website.

Parties

(1) **Herefordshire Community Networks CIC** is a Community Interest Company incorporated in England under company registration number 9809428 with its registered office at New Barn, Dewsall, Hereford HN2 8DA (referred to hereinafter as "HCN, the Company or we/us"); and

(2) **The Customer** being the customer as defined by the customer details completed on the Service Order (referred to hereinafter as "the Customer, they or you").

1: Definitions and Interpretation

'**Agreement**' means the terms and conditions set out in this document, together with all the details set out in any contract document the Company may ask the Customer to sign.

'**Confidential Information'** is all information identified as such by the disclosing party in writing together with all such other information which relates to the business affairs, finance, products, data, software programs, specifications, documentation, software listings, source or object code, developments, pricing terms, trade secrets, knowhow, personnel, customers and suppliers of the other party, together with all information which may reasonably be regarded as the confidential information of the disclosing party.

'**Complaints Code of Practice'** means the Company's Complaints Code of Practice, as posted on the Company's website.

'**E-Billing'** means an on-line or email process for sending out or accessing invoices and charges to the Customer for the Services.

'**Initial Term'** means a period of 12 months unless otherwise stated on the Service Order.

'**Intellectual Property Rights'** means any patents, trade marks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing copyright, database rights, know-how, trade or business names and other similar rights or obligations, in any country (including, but not limited to, the UK).

'**Product(s) and Service(s)**' means all equipment (including the router equipment installed in the Customer's premises), software or services which are detailed on the Service Order and/or which are supplied to the Customer by the Company under this Agreement including any new, extra or substitute Products or Services which the Company agrees to supply to the Customer at a later date.

'**Product Terms'** means any additional terms and conditions that apply to a specific product and services and are referred to on the Service Order.

'**Service Order'** means the completed HCN Service Order signed or completed online by a Customer and submitted to the Company, subject to these Terms and Conditions.

'**Service Level Agreement or SLA'** means those enhanced service levels which can be ordered by a Business or Enterprise customer subscribing to HCN's enhanced Business or Enterprise Services.

'**Terms and Conditions'** means these Terms and Conditions.

'**Unlimited**' in the context of our Internet packages means that HCN does not implement any form of usage cap, but remains subject to HCN's 'Acceptable Use Policy'.

1.1 Words in the singular shall include the plural and vice versa and words importing gender include any other gender.

1.2 Unless otherwise expressly provided, any reference to any legislation shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any delegated legislation, orders, notices, directions, consents or provisions made thereunder and any condition attaching thereto.

1.3 References to writing shall include any modes of reproducing words in a legible and non- transitory form.

1.4 The headings of paragraphs are for ease of reference and shall not affect the construction of this Agreement.

1.5 Unless stated to the contrary in the event of a conflict between the Terms and Conditions and any Product Terms relating to products and services to be provided by the Company then the specific Product Terms shall prevail.

2: Service Orders

2.1 The Customer shall be bound by all Service Orders signed or submitted to the Company by or on the Customer's behalf and the Company will only be obliged to supply the Products and Services on the Company's acceptance of the Service Order and following receipt of payment of any charges detailed therein.

2.2 The Company reserves the right to charge for any omission or additional cost arising from the provision of inaccurate or insufficient information by the Customer and to revise prices to take into account increases in any costs of providing the Products.

2.3 All orders are accepted subject to the availability of Products, the ability of the Company to provide Services in the local area and to these Terms and Conditions. No terms, conditions or limitations put forward by the Customer shall be binding on the Company.

2.4 The Customer accepts that these Terms and Conditions together with any Product Terms and any specific details stated on an accepted Service Order constitute the entire understanding between the parties and supersede any prior promise, representation, undertaking or understanding of any kind.

3: Company Obligations

3.1 The Company shall supply the Products and Services as detailed in the Service Order in accordance with these Terms and Conditions and any Product Terms.

3.2 The Company will configure and install items to the specification provided to the Customer in accordance with the rates detailed on the Service Order.

3.3 The Company will use reasonable care and skill in performing such installation/configuration and will perform such Services within a reasonable time.

3.4 In the event the Customer changes the specification for such installation/configuration the Company reserves the right to require payment for implementing such changes at rates notified to the Customer from time to time.

3.5 Delivery will be to the address specified on the Service Order. Times quoted by the Company are estimates only and any delay in meeting delivery dates shall not give rise to a right to cancel the order or to claim damages. Any request by the Customer for the Company to delay or split delivery may result in additional costs incurred by the Company and such costs shall notified to, invoiced and be payable by the Customer.

3.6 In supplying the Services the Company will use its reasonable skill and care but the Company is not able to guarantee fault-free performance. Due to factors outside the Company's control, such as access to third party content and services and shared use of networks, your internet access availability and speed may vary from time to time. In addition the speed and limitations of your equipment may affect the transmission speed that we can provide you. We cannot provide a fully guaranteed end-to-end Service to be available at all times. In the event that the service is down for a continuous period of 24 hours consideration will be given to making an adjustment in the customer's payment for that period. No monetary compensation by way of payment to the customer will be considered.

3.7 The Company will endeavour to carry out necessary maintenance and support work outside of UK business hours ("Planned Outages"). The Company shall also endeavour to notify the Customer of any Planned Outages at least five days prior to such work being carried out, although the Customer accepts that, due to the nature of the Services, this may not

always be possible.

3.8 All complaints by any Customer shall be dealt with in accordance with the Company's Complaints Code of Practice, which is available on the Company's website.

4: Customer Obligations

4.1 The Customer agrees to abide by the Company's Acceptable Use Policy, a copy if which is available on the Company's website.

4.2 The Customer agrees to only use the Company network for lawful purposes. Any material transmitted through the Company network, or use of any part of it, in violation of any UK law or regulation is prohibited.

4.3 The Customer hereby consents to our monitoring of the Services (whether authorised by statute or other legislation or otherwise) to ensure lawful use of the Services.

4.4 When the Customer is issued with a password to access the Products and Services they shall take all reasonable steps to keep such password private and confidential and ensure that it does not become known to other persons. If the password becomes known to any other person, the Customer will immediately inform the Company and the password will immediately be changed. The Company may change the Customer's password from time to time at their discretion without prior notice.

4.5 The Customer agrees that they are liable for any charges on the Customer's account regardless of whether the Customer or anybody else (with or without the Customer's permission) runs up those charges (unless the charges result from fraud by someone else which the Customer could have had no control over). For example, if someone who has access to the Customer's home uses the Services, the Company will consider them to be within the Customer's control and the Customer will be liable for those charges. If the Customer becomes aware of any fraud by someone else, they must tell the Company as quickly as they can. Under no circumstances should the Customer give the PIN numbers and passwords to anybody else (unless the Customer is happy for them to use the Customer's account and add charges on to the Customer's account).

4.6 The Customer may use the Company's network to access other internet connected networks world-wide and agrees to conform to any published and future protocols and standards. In the event that communications by the Customer do not conform to these standards, or if the Customer makes profligate use of the Company network to the detriment of the Company or any other of the Company's customers, the Company reserves the right to restrict passage of the Customer's communications until they give a suitable undertaking as to use.

4.7 HCN is not responsible or liable for any third party charges from other organisations (such as telephone or content providers) which may be incurred by the Customer while using the Services. The Customer shall indemnify HCN for any claims or charges made against HCN in respect of any such costs incurred.

4.8 Any internet address allocated by the Company to the Customer will at all times belong to the Company and the Customer may not sell or agree to transfer the number to any person. The Customer will have a non-transferable licence to use such internet address whilst the Customer receives internet access from the Company. In the event this Agreement is terminated, for whatever reason, the Customer's licence to use the internet address shall automatically terminate and thereafter the Customer shall not use the internet address.

4.9 The Customer undertakes not to assign or in any other way transfer the Services without the Company's prior consent.

4.10 The Customer accepts that the Company may vary the technical specifications of Products and Services from time to time for operational or regulatory reasons and such reasonable variance shall not invalidate these Terms and Conditions.

5: Using our Services

5.1 Due to the nature of the Internet, the Company cannot guarantee specific levels of performance, speed or access for the use of the Services and for internet access.

5.2 The Company reserves the right to remove by immediate notice material placed on its servers by the Customer or other users which violates this Agreement or is otherwise harmful to the Company's interests or the interests of other users of the Services.

5.3 The Company reserve the right to monitor and control data volume and/or types of traffic transmitted via the Services. In

the event that the Customer misuses the Services or their use does not comply with the Company's 'Acceptable Use Policy' the Company reserves the right to reduce, suspend or terminate the Customer's access and use of the Services. During any time of reduction or suspension, the Customer will remain liable for the payment of the original level of charges.

5.4 The Company cannot guarantee that maximum transmission speeds can be obtained at any time or that the Service will be fault free. However, the Company will endeavour to inform the Customer of any issues and respond to any Customer-originated fault calls as follows:

a) Network Critical Faults: In the event that a Services-affecting incident affects more than one customer on the network, we undertake to respond to service calls made by the Customer within one hour of logging such a call during standard business hours (0900 to 1500 Monday through Friday) and within four hours at all other times. Once identified as a Network Critical Fault we will take action to ensure that an engineer is on site working on a resolution to the fault within four hours of a Network Critical Fault being identified.

b) Subscriber Affecting Faults: In the event that a Service-affecting incident affects a single customer, we undertake to respond to service calls made by the Customer within two hours of logging such a call during standard business hours (0900 to 1500 Monday through Friday) and within eight hours at all other times. We anticipate most Services-affecting faults can be resolved remotely within a four-hour period. Where this is not possible and a site visit is required to repair a broken cable or replace faulty equipment, we will take action to ensure that such a visit takes place within 72 hours following the call.

5.5 If the Customer is using the Services in contravention of the Company's Acceptable Use Policy the Company is entitled to reduce, suspend and/or terminate any or all of the Services without giving the Customer notice.

5.6 The Customer is responsible for maintaining in good order any Products. The Customer must make good and bear the cost of any damage to Products (including damage or cuts to HCN's network or fibre), except where such damage is caused by the negligence of HCN or its agents.

5.7 The Customer agrees to take responsibility for all liabilities, claims and losses which are in any way connected with the Customer misusing the Services supplied under this Agreement and to fully indemnify the Company if the Company suffers any costs or losses of this kind.

5.8 The Company may email service announcements to the Customer as part of the Services.

6: Customer Equipment

6.1 The Company will not be liable in any way for any loss or damage which is caused to the Customer's own equipment arising as a result of its use with the Services.

7: Term and Termination

7.1 This Agreement shall be deemed to have taken effect from the date of the Service Order and shall continue for the Initial Term. Thereafter, this Agreement shall continue until terminated by either party giving not less than 3 months' notice in writing or until terminated as otherwise provided in these Terms and Conditions or Product Terms. Without limitation to the above, the Customer shall be entitled to terminate this Agreement after the Initial Term by not less than 3 months' notice in writing in the event the Customer does not wish to accept any price change of which notice has been given by the Company under clause 11.2 or if there is a change in these Terms and Conditions which significantly disadvantages the Customer.

7.2 Either party may terminate this Agreement forthwith on giving notice in writing to the other party if the other party commits a material breach of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the other party so to do, to remedy the breach (such request to contain a warning of the other party's intention to terminate).

7.3 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination, which includes without limitation, the Customer' s obligation to make any payment due to the Company for Products and Services supplied (including, for the avoidance of doubt, any charges incurred in respect of work in progress) prior to the date of termination. For the avoidance of doubt, charges shall become due and payable during any period of notice of termination and in the event that

termination occurs during any Initial Period, the Customer shall pay any and all charges due until the expiry of any such Initial Period.

7.4 Either party may terminate this agreement forthwith if an order is made or an effective resolution passed for the liquidation, winding up, dissolution or bankruptcy (other than by way of members voluntary liquidation or pursuant to any amalgamation or reconstruction on mutually agreed terms) of either party or a receiver, administrative receiver, administrator or trustee in bankruptcy is appointed over all or any of the revenues or assets of either party.

7.5 The Customer has a right to cancel their Service Order under the E-Commerce Regulations and the Consumer Protection Regulations (as amended from time to time). The Customer has the right to cancel this Agreement for a period of 14 days from the date of the Service Order (a "cooling-off period"). In the event of cancellation during the cooling-off period, this Agreement is treated as if it had not been made. Please be aware that the Customer will lose the Customer's right to cancel this Agreement during the cooling-off period once the Company has commenced activation of the Services, i.e. by starting the installation of Services to the Customer.

7.6 The Company retains ownership of the Products (including the router equipment installed at the Customer's premises pursuant to this Agreement) and in the event of termination of this Agreement for any reason the Customer shall provide the Company or its agent(s) with reasonable access to the Customer's premise to collect the Products (including such router equipment). The Customer shall take reasonable care of the Products and in the event of damage caused to the Products while in the care of the Customer the Company reserves the right to charge the Customer for the cost of the same.

8: Suspending the Services

8.1 The Company may suspend any or all of the Services immediately without notice if:

(a) the Customer is in breach of any of the terms or conditions of this Agreement;
(b) the Company or our agents need to carry out any maintenance, repairs or improvements to any part of the Services;
(c) the Company is obliged to do so by law or is entitled to do so in accordance with these Terms and Conditions;
(d) the Customer fails to make any payment when due;
(e) the Company has reason to believe that the Customer has provided the Company with false, inaccurate or misleading information either for the purpose of obtaining the Services or at any time during the provision of the Services;
(f) the Company believe that the Customer or another person at the Customer's home has committed, or may be committing, any fraud against the Company or against any other person or organisation by using the Services;
(g) the Customer or anyone the Customer authorises to deal with us on the Customer' s behalf acts in a way towards our staff or agents which the Company reasonably consider to be inappropriate; or
(h) the Customer is in breach of the Company's Acceptable Use Policy.

8.2 If the Company suspends the Services because the Customer is in breach of this Agreement or if paragraphs 8.1(d), (e), (f), (g) or (h) apply, the Company may make a charge to reflect our costs in connection with suspending and starting the Services again. In normal circumstances the Customer must pay this charge before the Customer can use the Services again. The Customer may also be liable for all charges for Services during this period of suspension.

9: Warranties

9.1 The Company warrants that the Company has the authority to license the Products and to provide the Services as set out under the terms of this Agreement.

9.2 The Company will always aim to provide the Customer with the best service possible, but the Company cannot guarantee that the Products and Services will be fault free. The Customer will inform the Company about any fault in the Services by phoning, emailing or writing to HCN's Customer Support Centre, who will aim to respond as promptly as possible.

9.3 The Company is not responsible if the Customer is not able to use the Services because the Customer equipment (for example, any PC, modem, network interface card, printer, switch, local area network or other equipment) does not work properly, is not compatible with the system, does not conform to the relevant standard or does not meet the minimum specifications or because of faults in any 3rd party networks over which the Company has no responsibility.

9.4 Where the Company is acting as a reseller in respect of any Products, the Company shall pass on to the Customer such unexpired warranties the Company receives from the manufacturer of the goods as are capable of transfer and the Company's liability shall be limited to such guarantee as the Company receives from the manufacturer.

9.5 Except as expressly set forth in these Terms and Conditions and any Product Terms, all warranties, terms and conditions, whether oral or written, express or implied by statute, common law, or otherwise (including but not limited to any warranties, terms and conditions of fitness for purpose, description or quality) are hereby excluded. Please note in particular, that without limiting the generality of this clause 9.5, the Company does not warrant, represent or guarantee in any way whatsoever that our Products or Services will be virus-free, worm-free, spam-free or inaccessible to malicious code or malignant third parties.

9.6 The Customer acknowledges that software products are by their very nature susceptible to imperfections in operation and no warranty is given in respect thereof.

9.7 The Customer agrees to indemnify and hold the Company harmless from any claim brought by third parties, alleging the proper use of the Services by the Customer has infringed any right of any kind applicable in the UK or by international legislation and regulation. The Customer shall defend and pay any direct costs or damages finally awarded against the Company arising from such claims. The Customer must promptly provide the Company with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance to defend such claims at the Customer's sole expense.

10: Limitation of liability and non-availability

10.1 Neither party excludes or limits its liability to the other for death or personal injury caused by its negligent act or omission.

10.2 The Company shall not be liable in respect of any adverse effect on Services resulting from application or operation of any process by the Customer unless agreed to by the Company in writing.

10.3 Subject to the limits on liability set out in clause 10.4 and 10.13, the Company shall be liable for any direct damage to a Customer's property which is caused due to the negligence of the Company.

10.4 Subject to clause 10.1 our maximum aggregate liability for all claims made by the Customer in relation to any Products or Services provided under this Agreement shall not exceed the charges paid in the previous 12 months for that Product and Service against which the claim is made however that claim may arise including, without limitation, negligent error or omission, breach of contract, tort, misrepresentation (excluding fraudulent misrepresentation) or breach of statutory duty.

10.5 The Company accepts no liability for failure to deliver the Products or perform the Services that arise from the acts or omissions of any third party including but not limited to the Company's suppliers or third party telecommunications providers or for any failures or faults of their equipment.

10.6 The Company accepts no liability for cancellation of the Service or cancellation of the installation of Services due to insufficient uptake by enough Customers in the local area. In this case, the Company's liability will be limited to returning any pre-payment made by Customers.

10.7 The Company will use all reasonable endeavours to provide a prompt and continuing Service. The Company will not be liable for any loss or damage to data or for any loss or damages resulting from delays, non-deliveries, missed deliveries, or service interruptions or events beyond the control of the Company.

10.8 The Customer acknowledges that the Company is not the manufacturer of any Products supplied hereunder. Save as expressly provided for in this Agreement, the Company gives no warranties in relation to the Products and shall not be liable to the Customer whether in damages or otherwise for any damage to or defect, or failure in the Products. The Customer must rely solely on any warranties given to the Customer by the manufacturer of the Products or as passed to the Customer in accordance with Clause 9.4.

10.9 Unless the Company expressly agree otherwise under a separate contract the Company is not responsible for the security of the Customer's networks and/or systems and shall not be liable for unauthorised access thereto.

10.10 Notwithstanding any provisions of this Clause 10 in the event of critical (as defined in the relevant Product Terms) non-availability of connection or use of all of the Services or Products supplied by the Company which results in non-availability below the level in any specific Product Terms, the Customer may be entitled to a refund in respect of any Charges. Such refund is dealt with in the applicable Product Terms. For the avoidance of doubt, simultaneous non-availability of more than one Service or Product shall not give rise to more than one claim for compensation and shall be treated as one claim only.

10.11 The Customer acknowledges that the Company is unable to exercise control over the content of any information passing over the Company connection and or the Company network. The Customer further acknowledges that the Company hereby excludes all liability in respect of any transmission or reception of information of whatever nature.

10.12 The Company shall not be liable for any failure of the Products and Services which results from any interference by the Customer or any third party which is not in accordance with the standard use of the Products or Services or following our written instructions. The Customer agrees to tell us immediately about any loss or damage to any part of the Products and Services on the Customer's property or any cable or routers provided to allow the Customer to use the Products and Services and that the Customer is responsible for any loss or damage to a router or cable regardless of how it happens. The Company will charge the Customer for the replacement of or repairs to these routers or cables.

10.13 Subject to Clause 10.1, the Company does not accept liability under or in relation to any Service nor its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation, or for any other reason excluding fraudulent misrepresentation) for any loss of profits, loss of business, loss of anticipated savings, loss of sales or turnover, loss of, or damage to reputation, loss of contract, loss of customers, nor loss of use of any software or data, loss of use of any computer or other equipment or plant, wasted management or other staff time, losses or liabilities under or in relation to any other contract, nor any indirect, consequential loss or damage of any kind. For the purposes of this clause, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

10.14 Both parties expressly agree that should any limitation of liability clause or provision contained in these Terms and Conditions be held to be invalid under any applicable legislation (primary or otherwise) or rule of law by reason of some part of that clause or provision it shall, to that extent, be deemed omitted, but if the Company thereby becomes liable for loss or damage which would otherwise have been excluded or limited, as the case may be, such liability shall be subject to the other applicable limitations and provisions set out herein.

11: Fees and payment terms

11.1 The charges for Products and Services will be stated on the relevant Service Order and shall be payable by the Customer monthly in accordance with the invoices rendered to the Customer by or on behalf of the Company by E-billing or otherwise.

11.2 The Company may increase prices of all monthly and annually billed Services by up to RPI+2% in January each year. Following the end of the Initial Term the Company may increase the pricing for the Services by more than RPI+2%, provided that notice of any such pricing change shall be provided by the Company to the Customer at least 30 days in advance of such price changes coming into effect. Customers who do not wish to accept any such price changes are entitled to terminate this Agreement in accordance with clause 7.1 of this Agreement, in which event such price change will not apply to such Customer for the period of notice of termination under clause 7.1.

11.3 The Company reserves the right to charge the Customer for the Products and/or Services notwithstanding the Products and/or Services not being available due to either the Customer failing to comply with their obligations under this Agreement or the Company's reasonable instructions from time to time or a failure of the Customer's systems.

11.4 Payment of all charges under any Service Order shall be made in full and free from any deductions, rights of set-off, counterclaims or liens.

11.5 Should the Company order any Product or Services on the Customer's behalf the Customer will be responsible for and shall indemnify the Company against all such costs incurred including, without limitation, any costs incurred due to a cancellation by the Customer.

11.6 Without prejudice to the Company's other rights if the Customer fails to pay any amount on the due date:

(a) the Company shall have the right to cancel any contract made with the Customer and/or to suspend deliveries;

(b) the Company reserves the right to charge the Customer penalties and interest in accordance with the Late Payment of Commercial Debts Interest Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002;

(c) the Customer shall indemnify the Company and keep it indemnified in respect of all costs (including legal fees) reasonably incurred in attempting to recover such overdue amounts;

(d) the whole of the balance then outstanding to the Company by the Customer on any account whatsoever shall become immediately due and payable.

11.7 The Company may ask the Customer to make initial payments and/or a deposit.

11.8 The Customer must provide the Company with a valid and current email account to use to enable the Company to provide E-billing. The accuracy of that email address is entirely the Customer's responsibility. The Company reserves the right to modify the E-billing service at our discretion.

11.9 The Company cannot guarantee uninterrupted and/or reliable access to the E-billing service and make no guarantees whatsoever as to its operation, availability, functionality, that it will be free of error or disruption or otherwise.

11.10 The Customer agrees to use the E-billing service responsibly.

12: Title and Licensing

12.1 The Customer acknowledges that the Company (or, where applicable, the third party owner) shall own and shall retain title to all Intellectual Property Rights to all Products and Services (if any) supplied pursuant to or created as a result of any Service Order Form and any copies thereof.

12.2 At the request and expense of the Company, the Customer shall do all such things and sign all documents or instruments reasonably necessary to enable us to obtain, defend and enforce the Company's rights in any software and Products.

13: Wayleaves

13.1 The Company provides Services over apparatus placed in the public highway and in private property under Schedule 2 to the Telecommunications Act 1984, as amended by Schedule 3 to the Communications Act 2003, otherwise known as the

Electronic Communications Code

13.2 The Customer grants a permanent Wayleave under the Electronic Communications Code to permit the Company to place apparatus on the Customer's property and to keep it there.

14: Privacy / Data Protection

14.1 The Customer must give us promptly and accurately all the information which may be needed so that the Company can perform our respective obligations under this Agreement. The Customer must also tell us immediately if any of the Customer's details change.

14.2 By having the Services activated in the Customer's property and/or by using them the Customer gives us the Customer's consent to use the Customer's personal information together with other information for the purposes of providing the Customer with our Services, service information and updates, administration, credit scoring, customer services, training, tracking use of our Services (including processing usage, billing, viewing and interactive data), profiling the Customer's usage and purchasing preferences for so long as the Customer is a customer and for as long as is necessary for these specified purposes after the Customer terminates the Services. The Company may occasionally use third parties to process the Customer's personal information in the ways outlined above. These third parties are permitted to use the data only in accordance with our instructions and in compliance with all applicable laws and regulations.

14.3 The Company may also, subject to the Customer's consent, use the Customer's personal information to contact the Customer with information about our Products and Services, special offers and rewards, as well as those of selected third parties. From time to time, the Company may contact the Customer by mail, telephone, email, other electronic messaging services (such as text, voice, sound or image messages including using automated calling systems) for these purposes.

14.4 Customer details will not be shared with companies outside HCN for marketing purposes without the Customer's consent.

14.5 The Company uses and process your personal information in accordance with our Privacy Policy which can be reviewed at the Company's website.

14.6 Some of your data may be processed in countries which do not provide the same level of data protection as the UK. If the Company does use third parties to process your data, we will put a contract in place to ensure the Customer's information is properly protected.

14.7 The Customer has a right to ask for a copy of the Customer's personal information which we hold on file (for which the Company may charge a small fee) and to correct any inaccuracies.

14.8 If the Customer does not pay the Customer's bills for the Services then the Company reserves the right to transfer the Customer's debt to a third party in which case the Company will also transfer the Customer's personal information to that third party for them to use in connection with the recovery of the Customer's debt. Such third party will take such action to recover the Customer's debt as they consider appropriate and will not be acting on our behalf or to our instructions.

14.9 The Company may monitor and record phone conversations the Customer has with our team. The Company will use these to shape our training and compliance.

14.10 The Company may for legal and regulatory purposes monitor internet communications, including without limitation, any content or material transmitted over the Services.

15: Confidentiality

15.1 Either party may have access to or become aware the other party's Confidential Information. The parties agree that any Confidential Information obtained by the other, its employees, agents or sub-contractors remains the property of the other and neither party shall disclose or use the Confidential Information of the other except to the extent necessary for the performance of these General Terms and Conditions.

15.2 The provisions of clause 15.1 shall not apply to Confidential Information that:

(a) is or later becomes generally available to the public, otherwise than through any act or omission on the part of the Customer or the Company

(b) the Customer or the Company can show was in their possession at the time of disclosure and which was not acquired directly or indirectly from the Customer or the Company under obligations of confidentiality
(c) is information rightly acquired from others who did not, so far as the acquirer was aware, obtain it under pledge of secrecy from the Customer or the Company
(d) is information required to be disclosed or retained by law or relevant regulatory authority

16: General

16.1 Neither party shall be liable for any delay in performing its obligations as a result of any circumstances beyond its reasonable control or force majeure such as, but without limitation, lightning, flood, exceptionally severe weather, fire, act of God, explosion, war, terrorism, civil disorder, strike industrial dispute (whether or not involving employees of either party), malicious damage (including virus/hacking attacks or other intentional malicious acts of third parties), compliance with a law or governmental order, rule, regulation direction, accident, third party interference, actions or omissions of third party telecommunication providers.

16.2 The Customer hereby warrants to the Company that the Customer has not been induced to enter into these Terms and Conditions by any prior representations whether oral or in writing, except as specifically contained in these Terms and Conditions and the Customer hereby waives any claim for breach of any such representations which are not so specifically mentioned.

16.3 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach.

16.4 The Company may assign or sub-license this Agreement to any associated company or body but subject always that this shall not affect the provision of Services to the Customer.

16.5 This Agreement together with the Service Order and any relevant Product Terms supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. The Company may make additions to or modifications of any provision of this Agreement following 40 days' notice of the same to the Customer.

16.6 If any provision of this Agreement is invalid or unenforceable at law, then such provision shall be severed and the remainder of these Terms and Conditions shall continue in full force and effect.

16.7 All notices that are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement. Any such notice may be delivered by email or personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 2 business days after posting and if by email or facsimile transmission when dispatched.

16.8 This Agreement shall be governed by and construed in accordance with the laws of England. Any dispute that may arise between the parties shall be determined by the English Courts and the parties hereby submit to the exclusive jurisdiction of the English Courts.