



BROADBAND TERMS & CONDITIONS

This document sets out the terms and conditions of your use of the broadband services that together with the Acceptable Use Policy as varied from time to time and the Order Form comprise the full agreement for your use of our broadband services (the "Agreement").

All orders for the provision of Internet services when accepted are subject to the following terms and conditions which will apply even if Barton Broadband Ltd receives an Order Form from you containing different terms and conditions (whether such changes were made by you or otherwise).

1. Definitions

1.1 In this Agreement:

"Broadband Services" means the broadband internet access provided to you by Barton Broadband Ltd in accordance with the terms of this Agreement;

"Equipment" means any equipment or electronic hardware, whether rented, loaned or otherwise supplied by Barton Broadband Ltd to enable you to access the Broadband Services other than any item of equipment expressly agreed to have been purchased by you and for which ownership or title has passed to you following payment in full.

"Location" means the single and specific postal address within the United Kingdom which you have notified to Barton Broadband Ltd and at which the Equipment will be installed;

"Minimum Term" means the first 24 months from the date of activation of the Broadband Services in accordance with the terms of this Agreement or in the case of an existing customer from the date on which a new contract term is agreed and as notified to you by us;

"Price" means fees and charges imposed by Barton Broadband Ltd in consideration for the provision of the Broadband Services;

"Subscription Payment" means the payments that you must make to in order to receive the Broadband Services

"Support Service" Means the assistance for the Broadband Services provided by Barton Broadband Ltd

2. Commencement and Duration of this Agreement

2.1 This Agreement commences on the date of activation of the Broadband Services or in the case of an existing customer on the date on which a new contract term is agreed and as notified to you by us and will continue for the Minimum Term and indefinitely thereafter unless terminated earlier by either party in accordance with the terms of this Agreement. Acceptance of your application for Broadband Services may be subject to the performance of a credit check on you and Barton Broadband Ltd being satisfied in all respects with the outcome of the credit check.

2.2. You have the right to cancel this Agreement within 7 days of the Commencement date by giving notice in writing to Barton Broadband Ltd. Such notice must clearly state your name, address, postcode and customer number. You will not be reimbursed for the installation or cost of any Equipment if you cancel after it has been installed.

3. Provision of the Broadband Services

3.1 Barton Broadband Ltd will provide the Broadband Services to you with reasonable skill and care and in accordance with the provisions of this Agreement. Whilst Barton Broadband Ltd will use reasonable endeavours to begin providing these Broadband Services by any date provisionally agreed with you, Barton Broadband Ltd shall have no liability for any failure to meet any date.

3.2 In order to use the Broadband Services, you require the Equipment and a personal computer of a minimum specification. You must also ensure that compatible cables and extension leads are used to and from the Equipment and PC in order to use the Broadband Service. You acknowledge that Barton Broadband Ltd may be dependent upon third parties to install the Equipment and in order to provide the Broadband Services to you.

3.2 You also acknowledge that there may be technical limits that prevent Barton Broadband Ltd from delivering an operational service to you within the Service Area. Barton Broadband Ltd will endeavour to provide the Broadband Services to you at all times. However, the service is competitive and at times due to congestion within the network, access to the service may be restricted or the speed of service may be reduced

3.3 You acknowledge that Barton Broadband Ltd may, at its absolute discretion and at any time, choose to restrict the types of content that may be accessed by you; for example and not limited to, "file sharing" applications that Barton Broadband Ltd decides are detrimental to the overall operation of the Broadband Services and or result in breach of the Fair Usage Policy.

3.4 You unreservedly agree that Barton Broadband Ltd may require you to install or have installed certain monitoring software all PC and server systems that are directly connected to the Broadband Services, for the exclusive purpose of tracking your usage of the Broadband Services.

3.5 You acknowledge that the Broadband Services may provide a permanent connection to the internet whilst in operation; you further acknowledge that it is your sole responsibility to ensure the security and integrity of any of your equipment attached to the Broadband Services, including and not limited to you providing yourself with adequate protection by using an appropriate software or

hardware firewall. You acknowledge that Barton Broadband Ltd has and does not provide any specific advice to you in this regard.

3.6 Barton Broadband Ltd does not undertake to provide a fault free service. If, however, a fault occurs, you should report the fault by telephone, electronic mail or in writing to the Support Service. Barton Broadband Ltd will let you know as soon as reasonably practicable of any periods of downtime of the Support Service.

3.7.1 Barton Broadband Ltd shall use all reasonable endeavours to rectify any fault with the Broadband Services ("a Fault") as soon as possible and up to 5 working days from you notifying us of the problem.

3.7.2 The above response times do not include any Fault caused by network outages, telephony faults, or faults that require ongoing monitoring; working days are Monday-Friday and exclude Bank Holidays

3.7.3 A Fault shall not include any problem caused by unsupported software applications, or your own hardware or equipment, unless this was supplied or purchased from Barton Broadband Ltd and the same is still within the warranty period.

3.7.4 If you are or your business is heavily reliant upon the availability of Broadband Services and you require a higher level of support (including quicker guaranteed response times) you should contact Barton Broadband Ltd who will examine your needs and agree with you an appropriate enhanced support package.

3.8 Barton Broadband Ltd may need to suspend the Broadband Services during scheduled periods of downtime where necessary for operational reasons such as repair, maintenance or improvement of the Broadband Services or because of an emergency. Barton Broadband Ltd will restore the Broadband Services as soon as it reasonably can after suspension.

3.9 Barton Broadband Ltd may, for operational or other reasons, change any codes or the numbers allocated to you or the specification of the Broadband Services but any such changes will not materially affect the Broadband Services.

3.10 Barton Broadband Ltd has no liability, whether due to its negligence or otherwise, for any loss incurred by any business, trade or profession carried on by you or any other person using the Broadband Services unless specifically agreed otherwise, including as part of an enhanced support package for the Broadband Services. This Clause shall not operate so as to restrict any liability that Barton Broadband Ltd may have for death or personal injury.

3.11 The Broadband Services nor any part of them must neither be redistributed by you beyond the Location specified nor to any third parties, whether or not sold for money or monies worth otherwise.

4. Installation of Equipment

4.1 Once your application has been accepted Barton Broadband Ltd will, or will arrange for an installer to, contact you to arrange for delivery and installation of the Equipment on a mutually convenient date.

4.2 You must ensure that any installer is able to access the Location on the date agreed for delivery and installation of the Equipment.

4.3 The installation of the Equipment may require certain wayleaves, consents or permissions. It is your responsibility to ensure that all necessary wayleaves, consents or permissions have been obtained before the Equipment is installed.

4.4 The installation service that is provided assumes that, other than the Equipment, no additional cabling, brackets or equipment is required nor any works required which are beyond the scope usually required in a normal installation. If additional cabling, brackets, equipment or work (including, by way of example, any lightning protection equipment you may advise that you wish to have installed) is required then you will be charged for an additional sum to reflect this. The third party installer, or Barton Broadband Ltd, will advise you of such charges before the Equipment is installed.

4.5 In addition to accessing the Location in accordance with Clause 4.2, Barton Broadband Ltd or any installer appointed by it may, from time to time, need to access the Location to install and/or repair Relay Equipment. Barton Broadband Ltd shall use reasonable endeavours to arrange a mutually convenient date and time with you in advance and you agree to give any employee, agent or contractor of Barton Broadband Ltd permission to enter the Location.

4.6 In the case of an emergency or if Barton Broadband Ltd have not been able to contact you having used reasonable endeavours to do so you agree that Barton Broadband Ltd may access the Location without giving prior notice.

5. Equipment

5.1 You will ensure that any equipment that you attach (directly or indirectly) to the Equipment is technically compatible with the Equipment or the Broadband Services and that its use does not breach any relevant legislation or telecommunications industry standards.

5.2 You agree that you will seek at all times to avoid causing interference to the Equipment or the Broadband Services.

5.3 Any Equipment expressly purchased by you (and paid for in full) supplied by Barton Broadband Ltd comes with a manufacturer's warranty against faults arising in the first 12 months following installation due to defective materials or workmanship. The warranty does not cover any of the following: accidental or deliberate damage to the Equipment, defects due to interference with or maintenance of the Equipment by persons other than Barton Broadband Ltd employees, agents or contractors; any faults arising out of misuse or your failure to comply with the manufacturers' instructions and/or any other instructions which Barton Broadband Ltd have supplied and/or notified to you; cosmetic damage which does not affect the functionality of the Equipment and damage caused which is outside of the reasonable control of Barton Broadband Ltd or its suppliers. This warranty shall also not apply if payment for the Equipment is overdue.

5.4 Barton Broadband Ltds' sole liability during the warranty period referred to in clause 5.3 is to repair or replace (at its sole discretion) the faulty component part of the Equipment.

5.5 From the time of delivery the Equipment will be at your risk, except as regards any loss or damage caused by any act or omission of Barton Broadband Ltd or that of any employee, agent or contractor of Barton Broadband Ltd.

5.6 Any Equipment shall remain the property of Barton Broadband Ltd and ownership shall not pass to you unless in the case of any Equipment expressly purchased by you until Barton Broadband Ltd have received payment in full for the same.

5.7 In addition to any other rights that Barton Broadband Ltd may have, if you do not pay in full for all Equipment delivered to you, Barton Broadband Ltd may take back such Equipment (including and in particular following termination of the Broadband Services or this Agreement) upon giving you reasonable notice of its intention to do so, and/or suspend the Broadband Services and/or terminate this Agreement (where applicable).

6. Relay Point

6.1 If V agree that you are to be a Relay Point, you accept that Barton Broadband Ltd may install the Relay Equipment both internally and externally at the Location, such installations to be in accordance with this Agreement as Barton Broadband Ltd sees fit.

6.2 The Relay Equipment remains the property of Barton Broadband Ltd and Barton Broadband Ltd may need to alter or renew it from time to time at its discretion. In order to do this Barton

Broadband Ltd requires reasonable access to your premises and will do so in accordance with Clauses and above.

6.3 You agree to :

6.3.1 take reasonable care of the Relay Equipment in accordance with the Equipment Guidelines;

6.3.2 not alter the position of the Relay Equipment;

6.3.3 notify Barton Broadband Ltd immediately of any loss or damage to any part of the Relay Equipment by contacting Barton Broadband Ltd and its registered offices by letter;

6.3.4 pay for any electricity consumed by the Relay Equipment;

6.3.5 maintain a continuous supply of electricity to the Relay Equipment; and

6.3.6 return the Relay Equipment to Barton Broadband Ltd (or allow Barton Broadband Ltd to collect the Relay Equipment) in a reasonable condition on termination or expiry of this Agreement.

7. Charges and Deposits

7.1 You agree to pay to Barton Broadband Ltd the Subscription Payment every month in advance together with any value added tax and any other taxes at the applicable rates from time to time which apply in relation to such sums. Monthly fees are charged via standing order provided at the time of signup or switchover unless otherwise requested by the customer.

7.2 You are required to provide your bank details in your application to enable Barton Broadband Ltd to collect payments from your account. If you seek to make the Subscription payments in a manner other than by way of standing order Barton Broadband Ltd reserves the right to levy an additional administration charge

7.3 Barton Broadband Ltd may change the Subscription Payment at any time by giving you at least one calendar months' notice. However, during the Minimum Term the Subscription Payment will not be increased by more than half nor increased more than once during such period unless Barton Broadband Ltd is required to do so by law or if any regulatory or governmental authority requests or requires a change to Barton Broadband Ltd pricing which affects your Subscription Payment directly or Barton Broadband Ltds' pricing structure generally.

7.4 You must ensure that the account holder's name is the same as the name on the payment details that are provided.

7.5 If you currently receive either a broadband or narrowband (e.g. dial up internet access) service from an alternative supplier you are responsible for any contractual agreement you have with them and any liabilities you may incur for terminating your current agreement.

8. Failure to Pay

8.1 If your payment is rejected, or becomes, or is, invalid or unavailable, thereby preventing Barton Broadband Ltd from recovering the sums due from you within 4 days following the due date for payment, Barton Broadband Ltd reserve the right immediately to withdraw your access to the

Broadband Services. You will also be charged an administration fee including but not limited to in relation to any letters or emails that Barton Broadband Ltd may send to you.

8.2 If your account remains unpaid for a period 30 days after the original due date for payment, your service may then be terminated and your account will be referred to Barton Broadband Ltd s' credit agency for it to take the appropriate action to collect the outstanding sums.

8.3 If Barton Broadband Ltd deem it necessary to instruct solicitors or other professional advisers to collect any outstanding sums on your account, you will be responsible for, and Barton Broadband Ltd will look to you to discharge, any such costs that are incurred by Barton Broadband Ltd in taking such action.

9. Your Use of the Broadband Services

9.1 The Broadband Services are provided solely for your use according to the type and level of service agreed and cannot resell or attempt to resell the Broadband Services (or any part of it) to any third party nor allow any third party to use the Broadband Services, unless you have prior written approval and agreement from Barton Broadband Ltd to do so. In addition, if you have a mail server, you must not allow relay e-mails from outside your domain from your mail server.

9.2 Barton Broadband Ltd does not warrant or guarantee the accuracy or completeness of any of the information, sound, software and any other materials (in whatever form) and services made available to you as part of the Broadband Services (the "Content") or any further information or results which may be derived from it. You acknowledge that you will not rely on any Content in making any business or other decision and that your use of the Content is at your sole risk.

9.3 Please note that there may be additional conditions (either those of Barton Broadband Ltd or of a third party) displayed on line relating to particular Content. These conditions will also form part of this Agreement should you access such Content.

9.4 You are entirely responsible for evaluating any goods or services offered by third parties via the Broadband Services or on the Internet. The Barton Broadband Ltd will not be a party to or in any way be held responsible to you for any transaction between you and third parties.

9.5 You warrant that any information you make publicly available through your use of the Broadband Services, both yours ("Customer Information") or that of a third party ("Third Party Content") is and will remain wholly accurate and will not include any information or material, any part of which, or the accessing of which or use of which, would be a criminal offence or is otherwise unlawful.

9.6 You also warrant that you will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities and relevant licences which relate to the provision of any information you make publicly available through your use of the Broadband Services including those notified by Barton Broadband Ltd to you.

9.7 You must not use the Broadband Services:

9.7.1 in a way that breaches any legislation or any licence applicable to you or that is in any way unlawful or fraudulent; or

9.7.2 to deliver, knowingly receive, upload, download, use or re-use any information or material which is abusive, offensive, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights or applicable laws, rules or regulations; or

9.7.3 to send or procure the sending of any unsolicited advertising or promotional material; or

9.7.4 in a way that does not comply with our specific instructions; or

to make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, trojan horses, worms, cancelbots or any other harmful software; or

9.7.5 impersonate another person or use a false name or a name that you are unauthorised to use or create a false identity or e-mail address or try to mislead others as to the identity or origin of any communications; or

9.7.6 make available or upload files that contain software or other material, data or information not owned by or licensed to you or collect personal information about others (e.g. names/addresses etc.) without their consent or otherwise do anything which would infringe on third party's rights; damage, interfere with or disrupt access to the Broadband Services or do anything which may interrupt or impair the provision of services to third parties;

9.7.7 Unless you have subscribed to an alternative, dedicated, or uncontended service which expressly permits unlimited usage, make excessive use of the Broadband Services in breach of the Fair Usage Policy to the detriment of others using the network including without limitation by continuously streaming video or auditor or video/audio conferencing continually.

9.8 You will fully indemnify Barton Broadband Ltd against any actual or potential claims or legal proceedings against Barton Broadband Ltd by a third party because of or in any way connected with your use or misuse of the Broadband Services in breach of the provisions of this Clause 9.7.

9.9 You acknowledge that Broadband Services are provided to other users and that Barton Broadband Ltd owes a duty to these users as a whole to preserve network integrity and avoid network degradation. Unless you have subscribed to an alternative, dedicated, or uncontended service which expressly permits unlimited usage, if in its reasonable opinion, Barton Broadband Ltd believes that your use of the Broadband Services has or may adversely affect such network integrity or may cause network degradation Barton Broadband Ltd may manage your Broadband Services as Barton Broadband Ltd see fit in the circumstances, including the suspension of your access to Broadband Services until such time Barton Broadband Ltd can be satisfied that you will have no further adverse effects on other users of the Broadband Service. If following such steps by Barton Broadband Ltd you continue to breach or persistently breach the Fair Usage Policy Barton Broadband Ltd may notify you that the Broadband Services provided to you will be terminated.

9.10 You agree to comply with any and all reasonable instructions that Barton Broadband Ltd may give to you which Barton Broadband Ltd believes may be necessary for health, safety or security reasons for the quality of the Broadband Services provided to you or other customers.

10. User names and Passwords

10.1 You must ensure that user names and passwords used in connection with the Broadband Services are kept confidential and are only used by authorised users. You must inform Barton Broadband Ltd immediately if you know or suspect that a user name or password has been disclosed to an unauthorised user or is being used in an unauthorised way. You must not change or attempt to change a user name without written consent.

10.2 Barton Broadband Ltd reserves the right (at its sole discretion):

10.2.1 to suspend user names and password access to the Broadband Services if at any time Barton Broadband Ltd think that there has been or is likely to be a breach of security; and

10.2.2 to ask you to change any or all of the passwords you use in connection with the Broadband Services.

10.3 You accept and acknowledge that the Broadband Services, as other Internet applications, is not secure and Barton Broadband Ltd does not guarantee the prevention or detection of any unauthorised attempts to access the Broadband Services.

11. Personal Data

11.1 By registering for the Broadband Services you consent to Barton Broadband Ltd using and/or disclosing your personal information for the following purposes:

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

11.1.2 providing or arranging for third parties to provide customer care/help desk facilities and billing you for the Broadband Services (which may involve disclosing your information to third parties solely for those purposes); and

11.1.3 to selected third parties for the purposes of providing and operating the Broadband Services and installing Equipment.

11.2 Barton Broadband Ltd will comply with its obligations under the Data Protection Act 1998 and any other applicable data protection legislation. You are also required to comply with all data protection legislation.

11.3 You expressly acknowledge that Barton Broadband Ltd may monitor, store, use and disclose information about your use of the Broadband Services.

11.4 Barton Broadband Ltd may contact you before, during and after the term of this Agreement in order to administer, evaluate, develop and maintain the Broadband Services. Please note that your telephone calls may be recorded and Barton Broadband Ltd will keep a record of personal information you provide in connection with the Broadband Services.

11.5 You must notify Barton Broadband Ltd immediately of any change to any details that you have provided.

12. Intellectual Property Rights

12.1 You warrant that you are the owner of, or that you are authorised by the owner of, any trade mark or name that you wish to use as your registered Domain Names ("Domain Names") and use as part of your uniform resource locator ("URL").

12.2 The Barton Broadband Ltd may either refuse to provide or may suspend the Broadband Services if it reasonably believes that the Domain Names or URL is, or is likely to be, offensive, abusive, defamatory or obscene or in breach of the provisions of Clause 9.7.

12.3 Any patents, design rights, know-how, copyrights, trademarks, the right to use software and all other similar proprietary rights (whether registered or unregistered) worldwide ("Intellectual Property Rights") relating to the Broadband Services or arising during the development of the Broadband Services, belong to Barton Broadband Ltd or to a relevant third party.

12.4 The Content is protected by copyright, trademark and other Intellectual Property Rights, as applicable. You must not and must not permit anyone else to copy, store, modify, distribute externally, broadcast or publish any part of the Content, and the Content may only be used for your own purposes.

13. Intellectual Property Right Indemnity

13.1 You will fully indemnify and hold Barton Broadband Ltd harmless against all claims and proceedings arising from infringement of any third party's Intellectual Property Rights by reason of your use of the Broadband Services.

14. Limitation of Liability

14.1 Nothing in this Agreement excludes each party's liability with respect to death and personal injury resulting from the negligence of that party, its employees, agents or subcontractors or for fraudulent misrepresentation or under the tort of deceit.

14.2 Barton Broadband Ltd shall not be liable to you, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business, contractors or anticipated savings, nor for any unforeseeable loss, marked expense, indirect or consequential loss or damage or for any destruction of data.

14.3 Subject to Clauses 14.1 and 14.2, Barton Broadband Ltd's liability to you in contract, tort, negligence or otherwise arising out of or in connection with this Agreement shall for any one incident or series of related incidents be limited to half the annual fees paid by you to Barton Broadband Ltd in the year in which the liability first arose and for all events in any 12 month period to be limited to the total annual fees paid by you to Barton Broadband Ltd in the year in which the liability first arose.

14.4 Barton Broadband Ltd are under no obligation to edit, review or modify Customer Information or Third Party Content. However, Barton Broadband Ltd reserves the right to remove any Customer Information or Third Party Information without notice.

14.5 Barton Broadband Ltd exclude all liability of any kind in respect of:

14.5.1 Content and any other material on the Internet which can be accessed using the Broadband Services and are not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Broadband Services or on the Internet;

14.5.2 the accuracy, completeness or suitability for any purpose of any Content; and

14.5.3 the acts or omissions of other providers of telecommunications or Internet services (including Domain Name registration authorities) or for faults in or failure of their equipment and networks or other matters beyond the reasonable control of Barton Broadband Ltd.

15. Termination of this Agreement

15.1 Barton Broadband Ltd may at any time (whether during the Minimum Period or otherwise) terminate this Agreement giving 30 days notice to you.

15.2 Barton Broadband Ltd may in its sole discretion terminate this Agreement or suspend the Broadband Services immediately, in the event that:

15.2.1 it is directed by any competent authority to cease the provision of the Broadband Services or any part of it; or

15.2.2 you fail to pay any charges for the Broadband Services; or any credit card or direct debit details submitted by you for payment are found not to be or cease to be valid; or

15.2.3 Barton Broadband Ltd suspect that you are using the Broadband Services in contravention of any of Clauses 9.7 or 9.9, and or you are otherwise in breach of any term of this Agreement; or

15.2.4 Barton Broadband Ltds' contract with any third party who assist in providing the Broadband Services to you is terminated; or

15.2.5 a voluntary arrangement is proposed, a bankruptcy petition is presented or order granted or a receiver or trustee is appointed over your estate.

15.2.6 If Barton Broadband Ltd believes that either yourself or your connection is, for any reason, a high enough risk to the security or overall performance of Barton Broadband Ltds' Broadband network or any third party network used to deliver your services.

15.3 Barton Broadband Ltd may, before reinstating the provision of Broadband Services to you following suspension in accordance with Clause 15.2 above, demand the payment of a security deposit as Barton Broadband Ltd sees fit.

15.4 Following suspension of the Broadband Services in accordance with Clause 15.2 above if the circumstances leading to such suspension remains or if you fail to pay any security deposit requested in accordance with Clause 15.3 then Barton Broadband Ltd may immediately terminate this Agreement.

15.5 You may terminate this Agreement on giving at least 3 month's notice in writing as specified in clause 15.11, such notice to be effective no earlier than the end of the Minimum Term.

15.6 You may also terminate this Agreement at any time on giving at least 3 month's notice in writing as specified in clause 15.11 if you move to a new address which is not within the Service Area or to which it is not otherwise possible to provide the Broadband Services on production of proof of your changed address.

15.7 Either party may terminate this Agreement immediately, by giving notice in writing as specified in clause 15.11, if the other commits a material breach of this Agreement and fails to remedy the breach within 28 days of a written notice to do so.

15.8 If you terminate this Agreement in accordance with Clauses 15.5 or 15.6 or 15.7 then you must pay all sums due to Barton Broadband Ltd for the Broadband Services in accordance with this Agreement until the date on which actual termination takes place.

15.9 Upon termination or expiration of this Agreement registration to any services provided by Barton Broadband Ltd or those of third parties provided in the course of and/or for the purposes of the Broadband Services will cease at such time as the provision of the Broadband Services ends.

15.10 Following termination or expiration of this Agreement Barton Broadband Ltd may upon giving you reasonable notice of its intention to do so attend your premises and remove all Equipment supplied to you (with the exception of any items specifically purchased by you and paid for in full) and/or any Relay Equipment at your premises.

15.11 All termination notices must be delivered in writing either by email to support@bartonbroadbandltd.co.uk or in writing to Barton Broadband Ltd, F20A, Moulton Park Business Centre, Redhouse Road, Northampton, Northants NN3 6AQ. Notices given in other ways will not be valid.

16. Force Majeure

16.1 Neither party will be liable to the other for any failure to deliver the Broadband Services or for any breach by it of this Agreement, where such failure or breach is due to a reason outside the reasonable control of such party, including, but not limited to: lightning, exceptionally severe weather, fire, explosion, war, act or the threat of any act of terrorism, industrial disputes, government action or regulation or national or local emergency. If such failure to deliver continues for more than 3 months after the commencement of such failure, then either party may terminate this Agreement on notice in writing to the other party.

17. General Provisions

17.1 Barton Broadband Ltd may change the provisions of this Agreement (including the charges) at any time, provided that you are given notice of the changes at least 14 days before the change is to take effect at which time you may terminate this Agreement if the change has a material adverse affect on the Broadband Services. Notice of such changes shall be given by publication of any amended terms on the Barton Broadband Ltd website and, where such changes are material by notifying you in writing. You agree to supply us with an appropriate email address that we may use to contact you for this and all other purposes under this Agreement and to notify us where and when these details change.

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

17.3 The parties acknowledge and agree that:

17.3.1 the parties have not been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and

17.3.2 in connection with this Agreement the parties' only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Agreement and that all other rights and remedies are excluded, except in the case of fraud.

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

17.5 Notices given under this Agreement must be in writing and may be delivered by hand, courier or first class post, by fax or e-mail to the following addresses:

17.5.1 Barton Broadband Ltd at the relevant address provided during the registration process or any alternative address which Barton Broadband Ltd notifies to you;

17.5.2 to you at the relevant postal or email address provided as part of the details which you submit during the registration process or any alternative address that you provide to Barton Broadband Ltd.

17.6 Barton Broadband Ltd may assign, sub-contract or transfer any of its rights or obligations under this Agreement without your prior written consent. You may not assign sub-contract or transfer any of your rights or obligations under this Agreement without the prior written consent of Barton Broadband Ltd.

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

17.8 If either party delays in acting upon a breach of this Agreement that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Agreement that waiver is limited to that particular breach.

18. Law

18.1 This Agreement will be governed by and construed and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.