

LonsdaleNET Internet Access Services Terms and Conditions

This document sets out the terms and conditions of your use of the Internet Access Services provided by Lonsdale Network Services Limited (“LonsdaleNET”) that together with the applicable Price List as varied from time to time (in accordance with these terms and conditions) and the Order Form comprise the full agreement for your use of our services (the “Agreement”).

All orders for the provision of Internet Access Services when accepted are subject to the following terms and conditions which will apply even if LonsdaleNET receives an Order Form from you containing different terms and conditions (whether such changes were made by you or otherwise). These terms and conditions apply to the Agreement to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1. Definitions

1.1. In this Agreement :-

“Internet Access Services” means the broadband internet access provided to you by LonsdaleNET in accordance with the terms of this agreement.

“Order Form” means the physical or digital form you fill in to sign up to our Internet Access Services.

“Price List” means our list of costs relating to the use of our service.

“Home Phone Service” means the Voice Over IP (VoIP) service bundled with certain Internet Access packages. Use of this service is governed by a separate agreement.

“Equipment” means any equipment or electronic hardware, whether rented, loaned or otherwise supplied by LonsdaleNET to enable you to access the Internet Access 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 in accordance with these terms and conditions.

“Equipment Guidelines” means the guidelines or instructions provided by LonsdaleNET to you in relation to the care and maintenance of Equipment and Relay Equipment.

“Engineer” means an employee or authorised contractor of LonsdaleNET.

“Fair Usage Policy” means the terms of the Fair Usage Policy as published by LonsdaleNET as varied from time to time at LonsdaleNET’s absolute discretion in accordance with the demands of the network and the needs of its users and notified by LonsdaleNET to you in writing.

“Location” means the single and specific postal address within the United Kingdom which you have notified to LonsdaleNET and at which the Equipment will be installed.

“Minimum Term” means the period noted on your Order Form from the date of activation of the Internet Access 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 List” means the list of fees and charges imposed by LonsdaleNET in consideration for the provision of the Internet Access Services as published by LonsdaleNET as varied from time to time at LonsdaleNET’s absolute discretion and notified by LonsdaleNET to you in writing.

“Relay Point” means a location we have chosen to provide Internet Access Services to others within the local area of this location.

“Relay Equipment” means Equipment that also provides Internet Access Services to others in your local area.

“Service Area” means the geographic area in which we are able to make the Internet Access Services available to you.

“Subscription Payment” means the payments that you must make to LonsdaleNET in order to receive the Internet Access Services calculated in accordance with the Price List.

“Support Service” means the assistance for the Internet Access Services provided by LonsdaleNET to you as set out in this Agreement. Please note that contact methods in respect of Support Services are available on LonsdaleNET’s website (www.lonsdalenet.co.uk) and should be referred to in circumstances where you wish to use the Support Services.

2. Commencement and Duration of this Agreement

- 2.1. This Agreement commences upon acceptance of your Order Form.
- 2.2. Acceptance of your order form occurs when the Engineer successfully connects you to our network and you are able to browse the internet at your Location 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 LonsdaleNET.
- 2.3. This Agreement will continue for the Minimum Term and indefinitely thereafter on a month to month contract unless terminated earlier by either party in accordance with the terms of this Agreement. Acceptance of your application for Internet Access Services through submission of an Order Form shall be treated as an offer made to LonsdaleNET by you to enter into the Agreement on the terms set out within these terms and conditions and may be accepted by LonsdaleNET at LonsdaleNET’s absolute discretion through the delivery of the Internet Access Services and may be subject to the performance of a credit check on you and LonsdaleNET being satisfied in all respects with the outcome of the credit check.
- 2.4. You have the right to cancel this Agreement within 14 days of the Commencement Date of the Internet Access Services by giving notice in writing to LonsdaleNET. Such notice must clearly set out your name, address, postcode, customer number and a contact telephone number. You will not be reimbursed for the installation or cost of any Equipment if you cancel after it has been installed. You may request the installation and activation of your Internet Access Services prior to the expiry of the 14 day cooling off period referred to above and LonsdaleNET will attempt to procure such activation in accordance with these terms and conditions. This will not effect your entitlement to terminate the Agreement between you and LonsdaleNET, but LonsdaleNET may seek to recover the reasonable costs incurred where you cancel the Agreement after making such a request.

3. Provision of an Internet Access Service

- 3.1. LonsdaleNET will provide the Internet Access Services to you with reasonable skill and care and in accordance with the provisions of this Agreement. LonsdaleNET will use reasonable endeavours to begin providing these Internet Access Services by any date provisionally agreed with you, although for reasons beyond the control of LonsdaleNET it

may not be possible to provide the services on such date, in which case they will be provided at the earliest date after such time. In the event that you are not in receipt of the Internet Access Services within a period of three months from acceptance by LonsdaleNET of your Order Form you shall be entitled to terminate this Agreement by serving us with written notice.

- 3.2. In order to use the Internet Access Service, you require the Equipment and a personal computer with either an ethernet port or wireless support to connect to the Equipment. You must also ensure that compatible cables and extension leads are used to and from the Equipment and your computer in order to use the Internet Access Services.
- 3.3. You also acknowledge that the service is competitive and at times, due to congestion within the network, the speed of service may be reduced, unless you have subscribed to receive to an “uncontended” service as set out in the Price List or otherwise expressly agreed with us.
- 3.4. You acknowledge that LonsdaleNET 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 LonsdaleNET decides are detrimental to the overall operation of the Internet Access Services and or result in breach of the Fair Usage Policy.
- 3.5. You acknowledge that the Internet Access 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 Internet Access Service, including and not limited to you providing yourself with adequate protection by using an appropriate software or hardware firewall. You acknowledge that LonsdaleNET does not provide any specific advice to you in this regard.
- 3.6. LonsdaleNET does not undertake to provide a fault free service. If a fault occurs, you should report the fault by telephone, electronic mail or in writing to the Support Service. LonsdaleNET will let you know as soon as reasonably practicable of any periods of downtime of the Support Service.
- 3.7. Unless you have subscribed to a service with specific fault resolution times or agreed a custom service with us as detailed in your Order Form, faults with the Internet Access Services will be dealt with as follows :-
 - 3.7.1. For a single issue affecting Internet Access Services for multiple customers (2 or more), LonsdaleNET shall use all reasonable endeavours to rectify any fault within 8 hours.
 - 3.7.2. For a single issue affecting Internet Access Services for a single customer, LonsdaleNET shall use all reasonable endeavours to rectify any fault within 2 business days.
 - 3.7.3. The above response times do not include any fault caused by network outages, telephony faults, or faults that require ongoing monitoring. Working Business days are Monday to Friday and exclude Bank Holidays. Please note however that monitoring exists to rectify faults causing problems to multiple users outside these hours and that, at our discretion, we may rectify individual customer faults outside these hours.

- 3.7.4. 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 LonsdaleNET and the same is still within the relevant warranty period.
- 3.7.5. If you are dependant heavily or reliant upon the availability of Internet Access Services and you require a higher level of support (including quicker guaranteed response times) you should contact LonsdaleNET who will examine your needs and agree with you an appropriate enhanced support package.
- 3.8. LonsdaleNET may suspend the Broadband Service during scheduled periods of downtime where necessary for operational reasons such as repair, maintenance or improvement of the Internet Access Services or because of an emergency. LonsdaleNET will restore the Internet Access Services as soon as it reasonably can after suspension and will provide you with reasonable notice of any anticipated periods of downtime.
- 3.9. LonsdaleNET may, for operational or other reasons, change any codes or the numbers allocated to you or the specification of the Internet Access Services but any such changes will not materially affect the Internet Access Service.
- 3.10. When our services are purchased without any guaranteed response time, they should be considered for home or home office use. With this in mind, LonsdaleNET accepts 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 Internet Access Services unless specifically agreed otherwise, including as part of an enhanced support package for the Internet Access Service. This Clause shall not operate so as to restrict any liability that LonsdaleNET may have for death or personal injury. To the extent that this clause is unenforceable it shall be severed from the remaining terms of these terms and conditions.
- 3.11. The Internet Access Services nor any part of them must neither be redistributed by you beyond the Location specified nor transferred to any third parties, whether or not sold for money or monies worth otherwise.

4. Installation of Equipment

- 4.1. Once your Order Form has been received, LonsdaleNET will, or will arrange for an installer to, contact you to arrange for delivery and installation of the Equipment on a mutually convenient date. Any dates quoted for installation are approximate only, and the time of installation is not of the essence. LonsdaleNET shall not be liable for any delay in installation that is caused by a Force Majeure Event (referred to later in these terms and conditions) or your failure to provide LonsdaleNET with adequate delivery instructions or any other instructions that are relevant to the installation of the Equipment.
- 4.2. You must ensure that the installer is able to access the Location and a responsible adult available to supervise the installation and permitted to make decisions about where equipment should go on the date agreed for delivery and installation of the Equipment.
- 4.3. If you need to change or cancel any appointment date, you must tell us at least three working days prior to the scheduled appointment.
- 4.4. If the engineer is not able to access the Location to install the equipment and / or nobody is available to supervise the installation, the installation will be abandoned and a missed appointment fee will be payable for a subsequent installation date to take place as noted in the Price List.

- 4.5. 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.
- 4.6. 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 LonsdaleNET, will advise you of such charges before the Equipment is installed.
- 4.7. In addition to accessing the Location in accordance with Clause 4.2, LonsdaleNET or any installer appointed by it may, from time to time, need to access the Location to install and / or repair Relay Equipment. LonsdaleNET 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 LonsdaleNET permission to enter the Location for the purpose of carrying out such installation or repair.
- 4.8. In the case of an emergency or if LonsdaleNET have not been able to contact you having used reasonable endeavours to do so you agree that LonsdaleNET 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 Internet Access 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 Internet Access Service.
- 5.3. Any Equipment expressly purchased by you (and paid for in full) supplied by LonsdaleNET (on a standard installation, a router would be considered an item you have expressly purchased) 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 LonsdaleNET 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 LonsdaleNET 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 LonsdaleNET or its suppliers. This warranty shall also not apply if payment for the Equipment is overdue.
- 5.4. LonsdaleNET's sole liability during the warranty period referred to in clause is to repair or replace (at its sole discretion) the faulty 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 LonsdaleNET or that of any employee, agent or contractor of LonsdaleNET.
- 5.6. All Equipment not expressly purchased by you (such as the Client Premise Equipment (CPE) placed on your roof) remain the property of LonsdaleNET.

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

6. Relay Point

- 6.1. As a condition of accepting your Order Form, LonsdaleNET may require Relay Equipment to be attached to your property in addition to standard equipment used to receive service. This will be notified to you in writing and require a signature from you before accepting your Order Form.
- 6.2. The Relay Equipment remains the property of LonsdaleNET and LonsdaleNET may need to alter or renew it from time to time at its discretion. In order to do this LonsdaleNET requires reasonable access to your premises and will do so in accordance with Clauses and you agree to allow such access on the same terms as set out within clause 4.5 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 LonsdaleNET immediately of any loss or damage to any part of the Relay Equipment by contacting LonsdaleNET using the contact details available on our website or otherwise made available to you.
 - 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.
 - 6.3.6. Return the Relay Equipment to LonsdaleNET (or allow LonsdaleNET 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 LonsdaleNET 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.
- 7.2. You are required to provide your credit / debit card details or bank details in your application to enable LonsdaleNET to collect payments from your account. Any installation costs will be taken via credit / debit card with subscription costs taken via direct debit if provided or credit / debit card if not. LonsdaleNET reserves the right to levy an additional administration charge as detailed in the Price List should payment be made via any other method.
- 7.3. You are responsible for providing us with updated payment details should they change at any time using the automated tools on our website or by contacting us using the details on our website or that are otherwise made available to you.
- 7.4. LonsdaleNET may change the Subscription Payment at any time by giving you at least one calendar month's notice. During the Minimum Term, the Subscription Payment shall only be increased if value added tax is increased or if any other taxes become applicable to the payment.
- 7.5. You must ensure that the account holder's name is the same as the name on the payment details that are provided.

- 7.6. 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.
- 7.7. If you change address, you may transfer the Internet Access Services to your new address on payment of a moving fee as set out in the Price List subject to service being available at your new Location.

8. Failure to Pay

- 8.1. If your payment is rejected, or becomes, or is, invalid or unavailable, thereby preventing LonsdaleNET from recovering the sums due from you within 3 days following the due date for payment, LonsdaleNET reserve the right immediately to withdraw your access to the Internet Access Service. You will also be charged an administration fee as detailed in the Price List covering, including but not limited to, any letters or emails that LonsdaleNET may send to you.
- 8.2. Should your Internet Access Services be suspended, a reactivation fee will become applicable as detailed in the Price List.
- 8.3. If your account remains unpaid for a period 30 days after the original due date for payment, your service will then be terminated and your account will be referred to LonsdaleNET' credit agency for it to take the appropriate action to collect the outstanding sums.
- 8.4. If LonsdaleNET deem it necessary to instruct solicitors or other professional advisers to collect any outstanding sums on your account, you will be responsible for, and LonsdaleNET will look to you to discharge, any such costs that are incurred by LonsdaleNET in taking such action.

9. Your Use of the Internet Access Services

- 9.1. The Internet Access Services are provided solely for your use according to the type and level of service agreed and as set out in the Order Form and Price List and you cannot resell or attempt to resell the Internet Access Services (or any part of it) to any third party nor allow any third party (other than immediate family member resident at the Location or employees employed at the Location in the case of business use permitted) to use the Internet Access Services, unless you have prior written approval and agreement from LonsdaleNET 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. Where you are supplied with Internet Access Services at a tariff for 'Residential Customers' as set out in the Price List you shall not use the Internet Access Services wholly or mainly for the purposes of running any business, trade or profession and you are only permitted to do so upon subscribing to a tariff designed for Business Customers as noted in the Price List.
- 9.2. LonsdaleNET 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 Internet Access 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. You are entirely responsible for evaluating any goods or services offered by third parties via the Internet Access Services or on the Internet. LonsdaleNET will not be a party to or in any way be held responsible to you for any transaction between you and third parties.
- 9.4. You warrant that any information you make publicly available through your use of the Internet Access Service, 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.
- 9.5. 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 Internet Access Services including those notified by LonsdaleNET to you.
- 9.6. You must not use the Internet Access Services :-
 - 9.6.1. In a way that breaches any legislation or any licence applicable to you or that is in any way unlawful or fraudulent.
 - 9.6.2. 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.
 - 9.6.3. To send or procure the sending of any unsolicited advertising or promotional material.
 - 9.6.4. In a way that does not comply with our specific instructions.
 - 9.6.5. To make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, trojan horses, worms or any other harmful software.
 - 9.6.6. To 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.
 - 9.6.7. To 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.
 - 9.6.8. Damage, interfere with or disrupt access to the Internet Access Services or do anything which may interrupt or impair the provision of services to third parties.
 - 9.6.9. Unless you have subscribed to an alternative, dedicated, or uncontended service which expressly permits unlimited usage, make excessive use of the Internet Access Services in breach of the Fair Usage Policy to the detriment of others using the network including without limitation by continuously streaming video or audio or video / audio conferencing continually.
- 9.7. You will pay to LonsdaleNET all costs and expenses incurred by LonsdaleNET in respect of against any actual or potential claims or legal proceedings brought against LonsdaleNET by a third party because of or in any way connected with your use or misuse of the Internet Access Services in breach of the provisions of this Clause 9.6.
- 9.8. You acknowledge that Internet Access Services are provided to other users and that LonsdaleNET 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, LonsdaleNET believes that your use of the Internet Access Services has or may adversely affect such network integrity or may cause network degradation LonsdaleNET may manage your Internet Access Services as LonsdaleNET see fit in the circumstances, including the suspension of your access to Internet Access Services until such time as LonsdaleNET can be satisfied that you will have no further adverse effects on other users of the Broadband Service. If following such steps by LonsdaleNET you continue to breach or persistently breach the Fair Usage Policy, LonsdaleNET may notify you that the Internet Access Services provided to you will be terminated.

- 9.9. You agree to comply with any and all reasonable instructions that LonsdaleNET may give to you which LonsdaleNET believes may be necessary for health, safety or security reasons for the quality of the Internet Access Services provided to you or other customers.
- 9.10. If your use of the Internet Access Services is excessive (as set out in the LonsdaleNET Fair Usage Policy which may vary from time to time and is available on our website and according to the level of service you have subscribed to) LonsdaleNET reserves the right to require you to reduce your usage and / or render additional charges for any usage in excess of the limits referred to above or such other limit and LonsdaleNET may impose from time to time.

10. User names and Passwords

- 10.1. You must ensure that user names and passwords used in connection with the Internet Access Services are kept confidential and are only used by authorised users as detailed above. You must inform LonsdaleNET 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.
- 10.2. LonsdaleNET reserves the right (at its sole discretion) :-
 - 10.2.1. To suspend username and password access to the Internet Access Services if at any time LonsdaleNET think that there has been or is likely to be a breach of security or if there has been a breach of the terms of this Agreement.
 - 10.2.2. To ask you to change any or all of the passwords you use in connection with the Internet Access Services.
 - 10.2.3. You accept that LonsdaleNET does not guarantee the prevention or detection of any unauthorised attempts to access the Internet Access Services.

11. Personal Data

- 11.1. By registering for the Internet Access Services you consent to LonsdaleNET 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 Internet Access Services (which may involve disclosing your information to third parties solely for those purposes).

- 11.1.3. To selected third parties for the purposes of providing and operating the Internet Access Services and installing Equipment.
- 11.2. LonsdaleNET 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 LonsdaleNET may monitor, store, use and disclose your information for the purposes of providing your Internet Access Services. We will never pass on your details to any 3rd party not connected with the provision of the services (e.g. direct marketing organisations).
- 11.4. LonsdaleNET may contact you before, during and after the term of this Agreement in order to administer, evaluate, develop and maintain the Internet Access Services. Please note that your telephone calls may be recorded and LonsdaleNET will keep a record of personal information you provide in connection with the Internet Access Services. You may instruct us not to contact you further and opt out of such enquiries by informing us of your decision to do so.
- 11.5. You must notify LonsdaleNET immediately of any change to any details that you have provided.

12. Intellectual Property Right Indemnity

- 12.1. You will pay to LonsdaleNET all claims and proceedings arising from any third party's Intellectual Property Rights by reason of your use of the Internet Access Service.

13. Limitation of Liability

- 13.1. 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 in respect of deceit.
- 13.2. Subject to Clause 13, 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 fees paid by you to LonsdaleNET pursuant to the terms of the Agreement.
- 13.3. LonsdaleNET exclude all liability of any kind in respect of :-
 - 13.3.1. Content and any other material on the Internet which can be accessed using the Internet Access 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 Internet Access Services or on the Internet.
 - 13.3.2. The accuracy, completeness or suitability for any purpose of any Content.
 - 13.3.3. 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 LonsdaleNET.

14. Termination of this Agreement

- 14.1. LonsdaleNET may at any time (whether during the Minimum Term or otherwise) terminate this Agreement giving 30 days notice to you.
- 14.2. LonsdaleNET may in its sole discretion terminate this Agreement or suspend the Internet Access Services immediately, in the event that :-

- 14.2.1. It is directed by any competent authority to cease the provision of the Internet Access Services or any part of it.
- 14.2.2. You fail to pay any charges for the Internet Access Services in accordance with the terms of the Agreement.
- 14.2.3. Any credit / debit card or direct debit details submitted by you for payment are found not to be or cease to be valid.
- 14.2.4. Unless you have subscribed to an alternative, dedicated, or uncontended service which expressly permits unlimited usage, if you use or LonsdaleNET suspect that you are using the Internet Access 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.
- 14.2.5. LonsdaleNET' contract with any third party who assists in providing the Internet Access Services to you is terminated.
- 14.2.6. A voluntary arrangement is proposed, a bankruptcy petition is presented or order granted or a receiver or trustee is appointed over your estate.
- 14.3. LonsdaleNET may, before reinstating the provision of Internet Access Services to you following suspension in accordance with Clause 14.2 above, demand a clearing of any arrears and a security deposit of up to 6 months of service to be paid, as LonsdaleNET sees fit.
- 14.4. Following suspension of the Internet Access Services in accordance with Clause 14.2 above, if the circumstances leading to such suspension remains or if you fail to pay any security deposit requested in accordance with Clause 14.3 then LonsdaleNET may immediately terminate this Agreement.
- 14.5. You may terminate this Agreement on giving at least 1 month's notice, such notice to be effective no earlier than the end of the Minimum Term.
- 14.6. You may also terminate this Agreement at any time on giving at least 1 month's notice 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 Internet Access Services on production of proof of your changed address.
- 14.7. Cancellation during the Minimum Term is possible by notifying us in writing of your intention and making a lump sum payment of the remaining months within the minimum term.
- 14.8. Either party may terminate this Agreement immediately, on notice, 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.
- 14.9. If you terminate this Agreement in accordance with Clauses 14.5 or 14.6 or 14.7 then you must pay all sums due to LonsdaleNET for the Internet Access Services in accordance with this Agreement until the date on which actual termination takes place.
- 14.10. Upon termination or expiration of this Agreement registration to any services provided by LonsdaleNET or those of third parties provided in the course of and / or for the purposes of the Internet Access Services will cease at such time as the provision of the Internet Access Services ends.
- 14.11. Following termination or expiration of this Agreement LonsdaleNET 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. Force Majeure

- 15.1. Neither party will be liable to the other for any failure to deliver the Internet Access 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 (a Force Majeure Event). 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.

16. General Provisions

- 16.1. LonsdaleNET 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 Internet Access Services. Notice of such changes shall be given by publication of any amended terms on the LonsdaleNET website and 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.
- 16.2. 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.
- 16.3. Notices given under this Agreement to LonsdaleNET must be in writing and may be delivered by hand, courier or first class post, by fax or e-mail to LonsdaleNET at the relevant address listed on our Website.
- 16.4. LonsdaleNET 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 LonsdaleNET, such consent not to be unreasonably withheld or delayed.
- 16.5. Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions, to the Agreement shall only be binding when agreed in writing and signed by LonsdaleNET.
- 16.6. If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 16.7. A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise,

rights arising under the Agreement are cumulative and to not exclude rights provided by law.

17. Law

- 17.1. 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.