

**VISPA**

**Your Terms & Conditions  
of service**



Version update 18/06/2023

This supersedes all previous versions.

IMPORTANT NOTICE:

- All users of services provided by Vispa Limited, by use of such services, you agree to accept the terms of business as set out in the form of a service agreement which follows, irrespective of the mode or manner of ordering employed by the user when ordering the services.
- Pornography, sex-related and illegal drug merchandising are STRICTLY PROHIBITED on any Vispa Limited server or service.
- Spamming, or the sending of unsolicited email, from a Vispa Limited server or using an email address that is maintained on a Vispa Limited machine, is STRICTLY PROHIBITED.

This Agreement is made between Vispa Limited, company number 06921088, registered at 4<sup>th</sup> Floor, Centenary House, 1 Centenary Way, Salford, M50 1RF ("We") or ("Vispa") and the User ("You") or ("Your").

The following constitute the Terms and Conditions under which Vispa Limited trades and supplies its services and related products. These conditions, in conjunction with the details as shown on the Vispa Limited ordering form represent the totality of the agreement and form the Contract between Vispa Limited and the User.

Any agreed variation or alteration to part of these Terms and Conditions as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the supplies instructed on the order will require being the subject of a new order. Vispa Limited is entitled to suspend services if the User does not adhere to any or several conditions of this Contract.

In this Contract unless the context otherwise requires:

"Bandwidth" means the allocated transmission capacity, measured in bits per second, of the network connection as specified in the Contract;

"Broadband" means the transmission bandwidth via a coax, optical fibre, twisted pair or fixed wireless link.

"Co-location" means the provision of space to host servers within Vispa's data centres.

"Contract" means the Contract between Vispa and You incorporating these conditions, the Vispa Order Form (where completed and which may be electronic) and Vispa's published charges for the provision of its services;

"Charges" means the charges as agreed on the ordering form and Vispa's latest published prices for products and services requested or incurred during the Contract period;

"Direct Debit" means a financial transaction in which Vispa withdraws funds from your bank account as part of the BACS Direct Debit scheme.

"Equipment" means any equipment, apparatus or software provided by us as an essential part of providing Services under the terms of this Contract, including without limitation any reception/transmission equipment forming part of our fixed line or wireless system, as well as any equipment provided to you for making Voice calls.

"Fair Use Policy" means the policy set by Vispa relating to the fair usage of Vispa's network and Service(s). The policy may be downloaded from <http://www.vispa.net/terms> and forms part of this Contract.

"**Fixed Wireless Broadband**" means a type of Broadband or high speed internet access provided using antennas or radios rather than cables laid in the ground.

"Internet" means the global data network comprising interconnected networks using TCP/IP (Transmission Control Protocol/Internet Protocol) Internet Standards means the protocols and standards defined in the following Internet documents: RFC 1009, 1122, 1123 and 1250 and any future such protocols and standards as appropriate;

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1. DEFINITIONS

"Landline" or "Telephone Line" means a conventional telecommunications connection by cable laid across land;

"LLU" means Local Loop Unbundling. This is the technical term for equipment housed in the Openreach telephone exchange that allows your telephone line to be connected to the Vispa network. When broadband is ordered, migrated or ceased, your physical line will be manually connected/disconnected from this equipment.

"Minimum contract term" means the minimum period of service as specified in clause 6.1;

"Router" means a device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect.

"Server" means the computer server equipment operated by us or provided by you in connection with the provision of the Services; "Service Provider" means Vispa or any other company offering communications services.

"Service(s)" means domain name registration, Broadband or other connectivity, web site hosting, bandwidth provision, email, telephony, VoIP and any other service or facility provided by us to you;

"Site" or "Premises" means the location at which Service is or is to be provided under this Contract;

"User" means you the customer or any person who makes use of the services though you or on your behalf;

"VAT" means Value Added Tax. For avoidance of doubt, all prices contained in these terms and conditions exclude Valued Added Tax.

"Web Site" means the area on the Server allocated by us to you for use by you as a site on the Internet;

## 2. DOMAIN NAME REGISTRATION

- 2.1. We make no representation that the domain name you wish to register is capable of being registered by or for you. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has, or they have been registered. Any action taken by you before such notification is at your risk;
- 2.2. The registration and use of your domain name are subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against us in respect of refusal to register a domain name or cancellation of the domain name by the relevant naming authority. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name;
- 2.3. We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute;
- 2.4. We give no warranty that your domain name is or will continue to be available for your use or that no domain name is or will be registered which conflicts with your domain name or which otherwise affects your use of your domain name;
- 2.5. We shall not release any domain to another provider unless full payment for that domain has been received by us, including any transfer fees.
- 2.6. Vispa Limited charge £10.00 + VAT to transfer any outbound domain name. This charge covers Vispa Limited's administration costs.

- 2.7. Any domain name will be registered for a minimum of one or two years (depending on the naming authority) and upon expiry of this term, Vispa will contact you by email to notify you of the expiry date and to offer a renewal. You are responsible for ensuring that we have your correct contact details.
- 2.8. Upon the expiry date, if the domain name has not been renewed, depending on the naming authority, the domain name may enter a Redemption Period whereby a charge of £80 - £180 (naming authority dependent) will be payable to renew the domain name. You should ensure that you instruct Vispa to renew the domain name at least 7 days prior to the expiry date.

computer program; (c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction;

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### 3. WEB SITE HOSTING AND EMAIL

- 3.1. We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server;
- 3.2. You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server;
- 3.3. In cases of co-location at our data centre, you shall effect and maintain adequate insurance cover in respect of any loss or damage to the equipment & data stored on the Server.
- 3.4. You represent, undertake and warrant to us that you will use the Web Site allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that;
- 3.5. You will not use the Server in any manner which infringes any law or regulation, or which infringes the rights of any third party, nor will you authorise or permit any other person to do so;
- 3.6. You will not post, link to or transmit: (a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way; (b) any material containing a virus or other hostile

- 3.7. You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information;
- 3.8. You shall observe the procedures which we may from time to time prescribe and shall make no use of the Server which is detrimental to our other customers;
- 3.9. You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and a secure manner;
- 3.10. In the case of an individual User, you warrant that you are at least 18 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 18 years;
- 3.11. Any access to other networks connected to Vispa must comply with the rules appropriate for those other networks This specifically, but not exclusively, includes NSFNET;
- 3.12. While we will use every reasonable endeavor to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email / other services;
- 3.13. You are required to check your Vispa email mailbox at least once every 30 days for account notification emails. Failure to do so may result in suspension of service.
- 3.14. You will not send any unsolicited email through Vispa's servers. In cases where this may happen either intentionally or un-intentionally by means of a virus or worm, Vispa reserve the right to pass on any third-party spam database de-listing charges that may apply up to a maximum of £50.00 plus VAT per calendar month.

3.15. Website hosting services provided by Vispa may include access to third party software which is publicly available on the internet and distributed as open source software. Third party open source software is not covered by any technical support services or warranty. Open source software is generally BETA test software thus prone to development bugs/issues which Vispa take no responsibility for.

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#### 4. RESELLING

4.1. If you are or become a reseller of our Services you will continue to be bound by these terms and conditions and if applicable, a separate reseller agreement; you will be responsible for ensuring that your customers are bound by these terms and conditions that adequately reflect and give effect to these;

4.2. You shall not incur or purport to incur on our behalf any liability nor in any way pledge or purport to pledge our credit or to make any Contract binding on us;

4.3. You may resell the Vispa Service(s) provided that you have paid our Charges and that you do so based on your own technical and legal responsibility and never sell bandwidth or speed of Service greater than that you have contracted to purchase from Vispa. Furthermore, you must not purport or claim that the resale is a resale of the Vispa Service. You must at all times clarify that you are selling connections or bandwidth from your own network. You will hold Vispa indemnified against any claims from a party to whom you have resold and will ensure that your own terms and conditions in any resale Contract include and comply with the provisions of this agreement. If Vispa agrees any change in Service, this Contract is to be treated as varied accordingly;

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#### 5. VISPA SERVICE(S)

5.1. Connection to the Vispa Service is via a Broadband or any other connection. This Contract, unless specifically stated on the order form, may or may not include the provision of telecommunications services necessary for connection to the Vispa Service;

5.2. Requests relating to the provision of Service are, unless otherwise agreed to be made or confirmed in writing or by electronic mail;

5.3. Vispa is not at liberty to accept an order until confirmed in writing by electronic.

5.4. Vispa will use all reasonable endeavours to adhere to any dates proposed by either Vispa or you for the provision of Service, however any such date is to be treated as an estimate only and Vispa accepts no liability for failure to meet such dates;

5.5. Vispa will use all reasonable endeavours to provide a reliable Service, however it is not practicable to provide such a Service free of faults and Vispa does not undertake to do so. In the event of a fault in Service, you must report the fault by telephone or electronic mail to Vispa at the appropriate numbers or addresses or other such numbers or addresses that Vispa may from time to time provide. Upon receipt of the fault report, Vispa will take all proper steps without undue delay to correct the fault. Vispa shall not, in any event, be liable for interruptions of Service or down-time of a Server;

5.6. Vispa may:

5.6.1. temporarily suspend for the purpose of repair, maintenance or improvement, part or all of Vispa's service, generally without notice.

5.6.2. give or update instructions regarding the use of the Service which in Vispa's reasonable opinion is necessary in the interests of safety, or to maintain or improve the quality of Service to Vispa's customers and any such instructions shall whilst they are in force, be deemed to form part of this Contract,

5.6.3. vary the technical specification of Service for operational reasons, Vispa undertakes to use reasonable endeavors to restore Service as soon as practicable after any such suspension;

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#### 6. COMMENCEMENT AND MINIMUM PERIOD OF SERVICE

6.1. The Service shall be for a minimum period of 12 ("Twelve") months, unless specified on any ordering form (online or paper). The minimum period shall commence upon connecting to our service. Connection shall be deemed to be effected when you first make a connection, or requested by you, to the Vispa network.

- 6.1.1. Vispa services are covered by the distance selling regulations. This Contract may be cancelled up to 14 days after placing your order. If the Service is started prior to the expiry of the 14 days, this Contract may not be cancelled. You have the right to cancel this Agreement within fourteen (14) days of the date on which it is entered into (the "Cooling Off Period") by providing written notice to us in accordance with our clause 15 ("TERMINATION, NOTICES AND CHANGES") of this Agreement.

Your 14 Day Cooling Off Period starts the moment you receive your order confirmation or welcome email for Service and ends 14 calendar Days after. If this Agreement is cancelled by you during the Cooling Off Period, this Agreement will be treated as if it had not been made. However, please be aware that you will lose your right to cancel under this clause and the Consumer Contracts (Distance Selling) Regulations 2014 where Vispa are carrying out installation work, upgrades, repairs or maintenance to the network related to your order during the Cooling Off Period. The right of cancellation under this clause does not affect your statutory rights. For more details of your statutory rights, please contact your local Citizens Advice Bureau.

You will also lose your right to cancel this Agreement if you allow us to commence installation of the Equipment (or any other aspect of the Services such as infrastructure upgrades/repairs) before the end of the cooling off period.

Once the right to cancel has been lost or expired, then the Contract will remain in force, and you will remain liable to pay our Charges, for at least the Minimum Contract Term.

After the minimum term has come to an end, this contract will change to a rolling 30 days' contract, where 30 days' written notice is required upon cancellation request.

If you wish to exercise your right to cancel, please contact us as soon as possible. See clause 15 ("TERMINATION, NOTICES AND CHANGES").

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## 7. FAIR USAGE POLICY

- 7.1. All Vispa packages unless otherwise stated on the order form, are based on contention, that is, the number of other people with whom you share your service connection. In order to allow everyone online and for us to guarantee quality services for all, we have in place a Fair Usage Policy with our services. Vispa continuously monitors its network and may take measures to control congestion if there is evidence that this is occurring. If usage is such that it is significantly affecting service to other Vispa users we will instigate congestion control measures. This is necessary to allow all users to access the service. Our Fair Usage Policy is located at <http://www.vispa.net> and forms part of this Contract.

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## 8. CONTENT AND MISUSE

- 8.1. You will use all reasonable endeavours to ensure that the Vispa Service is used or includes content that conforms to the laws of this country and will not knowingly permit any illegal use or such use that will bring Vispa into disrepute;
- 8.2. You must not, nor must any other User, use the Service: to send or receive any material which is offensive, abusive, indecent, obscene or menacing; or in breach of confidence, copyright, privacy or any other rights; to cause annoyance, inconvenience or needless anxiety; or in breach of any provisions as contained within clause 3 of this Contract; or other than in conformance with the acceptable use policies of any connected networks and the Internet standards;
- 8.3. Hosting of any server is not permitted unless on a business package, in which case one email server is allowed.
- 8.4. Vispa may discontinue Service if after due warning if the User continues to permit such illegal or disreputable activity. If Vispa suspends service for contravention of the above conditions of this clause, Vispa can refuse to restore Service until it receives an acceptable assurance from the User that there will be no further contravention;

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9. CHARGES AND PAYMENT (applicable to all Services)

- 9.1. All payments must be in GBP. Payment is accepted by Credit/Debit Card, Direct Debit or Bank Transfer.
- 9.2. A valid Direct Debit instruction must be maintained on your bank or building society account otherwise Vispa reserves the right to immediately suspend any account and associated Service(s) where a valid form of payment is not present.
- 9.3. All Charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our web site or on the Order Form and shall be due and payable in advance of our service provision. Charges are inclusive of 'Value Added Tax' unless otherwise stated;
- 9.4. You acknowledge that our Services may be provided using facilities provided to us by third parties; Vispa shall have the right, subject to 14 days prior written notice to you, to increase our Charges at any time during the minimum Contract term or the continuation of the Contract, whether to reflect increase costs to us from such third parties or otherwise. However, if such increase exceeds 10% of the Charge in question prior to such notice you shall be entitled to terminate this Contract by written notice to us given by you within 7 days after service of our notice of increase to you. If you do so terminate, you will remain liable for all Charges (at the previous rate) up to the date this Contract ends;
- 9.5. All charges unless otherwise agreed are payable in advance unless otherwise specified and agreed. Set-up and installation charges are payable on order by credit or debit card. Vispa agrees to be party to this Contract upon Vispa's acceptance of cleared funds covering first invoice or the first payment under the Order Form. Recurring charges are payable on connection and thereafter on or before the same day (the due date) of all subsequent months under the minimum Contract term. If payment is not received on or before the due date Vispa reserves the right to immediately withdraw, suspend or limit service and will charge any business User a failure fee of 12% of the amount overdue per month for consumer accounts and 18% of the amount overdue per month for business accounts;
- 9.6. Without prejudice to our other rights and remedies under this Contract, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you. If such a suspension is imposed, you will be liable for a "reconnection" charge of £15.00 + VAT to cover our costs.
- 9.7. Vispa will take no responsibility for your telephone calls or extra charges incurred that are a result of user error and/or insecure VoIP username and password. It's the responsibility of the user to ensure that they are using the correct details in accordance to the service they have selected.
- 9.8. A standard administration/cancellation fee of £120.00 + VAT is charged if a telephone or Broadband Service of any type order is cancelled less than 48 hours prior to its activation/installation. If the cancellation is of your choosing, you will be liable for all costs including any minimum contract term that applies, the return of any hardware back to Vispa.
- 9.9. An order administration/cancellation fee of £95 + VAT is charged if a telephone or Broadband service of any type is cancelled less than 5 calendar days before its activation/installation. If the cancellation is of your choosing, you will be liable for all costs including any minimum contract term that applies and the return of any hardware back to Vispa.
- 9.10. A standard re-appointment fee of £15.00 + VAT is charged if a prearranged appointment is changed by the user less than 48 hours prior to the previously agreed date and time.
- 9.11. Standard appointments are issued between Monday and Friday between 8am and 5pm. If You request an early morning or late evening or weekend appointment an extra charge of £15 + VAT will be applied.
- 9.12. Refunds on Telephone Line & Broadband activations cannot be issued once your line has been activated.

- 9.13. Any faulty routers will be repaired or replaced at the manufacturer's discretion, detail of which can be found in our hardware warranty which can be found at <http://www.vispa.net>
- 9.14. All Services including Broadband, Telephone Line & VoIP cancellations & outbound migrations/ports during the contract term will incur a cancellation penalty charged at 100% of the monthly recurring charges for the remainder of the minimum contract term minus any costs saved by Vispa. For an example calculation, please see our knowledge base article.
- 9.15. Any Landline Broadband Service which is terminated or migrated from our LLU platform is subject to a cessation charge of £32.00 + VAT, payable prior to the termination.
- 9.16. We will allow you to move your Broadband from one address to another outside of your contract term. This will involve ceasing your current connection and activating a new connection. This will incur a cessation charge as in clause 9.15 and an activation or installation charge as stated on the Vispa website.
- 9.17. We will allow you to migrate away or cancel your service upon expiry of the contract term and upon settlement of all outstanding charges.
- 9.18. We will allow you to migrate away your Broadband and/or telephone Service(s) to another service provider or cancel services entirely during your contract period but you will be liable for cancellation charges as per clause 9.14.
- 9.19. Fixed Wireless Broadband services cannot be migrated to another Service Provider.
- 9.20. You may only downgrade to a cheaper tariff at the end of your Minimum contract term. You will be bound by a new Minimum contract term as specified on the order form or agreed verbally or by electronic mail at the time of changing.
- 9.21. You may upgrade to a more expensive tariff within your contract term free of charge or penalty.
- 9.22. Any order placed with our supplier that is cancelled after 24 hours is subject to a £25 + VAT order cancellation charge or as outlined in clause

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## 10. FIBER & FIXED WIRELESS BROADBAND (FTTP/FTTM) INSTALLATION

- 10.1. Once we have processed your application, we will contact you to arrange delivery and installation of any Equipment that we need to install at your Premises. You must ensure that:
- 10.1.1. we are able to access your Premises on the appointed day and time to deliver and install your Equipment;
  - 10.1.2. you prepare your Premises in accordance with our reasonable instructions in order to ensure that the Equipment can be installed; and
  - 10.1.3. you are the owner of the Premises, or you have any consent required for the installation of the Equipment, for example from your landlord or your local authority.
  - 10.1.4. your computer meets the minimum specification required to use our Services
- 10.2. When we install the Equipment at your Premises, we will make every effort to site the Equipment at a location of your choice that is also suitable for accessing our Network. However, in order to obtain optimum signal strength this may not be possible and additional internal or external cabling work may be required. As a result, it may be necessary for you to instruct a third party to undertake this work for you. If we are unable to install the Equipment at a mutually suitable location, this Contract shall terminate, and any monies received shall be refunded to you.
- 10.3. In some circumstances it may be necessary to use additional Equipment in order that the equipment can be installed in both a satisfactory and safe location. If this is the case then you will be advised prior to installation of any additional charges that will be incurred, as outlined below:
- 10.3.1. Chimney Strap - £39
  - 10.3.2. Large Pole (10ft+) and bracket - £49
  - 10.3.3. Extra cable (over 20M) - £9 per 5M



10.3.4. Tile Mount - £19

10.3.5. Window Mount - £29

10.4. If we decide that the Equipment cannot be satisfactorily or safely installed at your Premises, then we may cancel any installation date and terminate this Contact. We will refund you any sums you have already paid us before termination.

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## 11. FIBER & FIXED WIRELESS BROADBAND (FTTP/FTTM) EQUIPMENT

11.1. We will need to access your premises from time to time for example to repair, maintain, replace or upgrade any Equipment installed on your premises, or to recover our Equipment following any termination of this Contract.

11.2. If we require access, we will contact you to arrange an appointment for us to attend your premises for this purpose. You agree to cooperate with us in arranging a suitable time for us to attend your premises.

11.3. With the exception of the Router, all other Equipment will remain our property at all times unless we notify you otherwise in writing. You must not give anyone else any rights over it. We may add to or substitute the Equipment if we have a valid reason.

11.4. You must not tamper with, add to, modify or interfere with the Equipment in any way, and you must not allow any other person to do so.

11.5. You are responsible for any loss or damage to the Equipment unless this is:

11.5.1. caused by us, our employees or our contractors; or

11.5.2. due to a fault in the Equipment, or to fair wear and tear.

11.6. If we need to replace equipment that is damaged by reasons beyond our control such as faults caused by electrical surges or storms or any other reason, there may be a service call-out fee for carrying out such work. Service call-out fees are currently £75 + VAT per call out. In addition, a requested service visit for a fault that is not a result of our service or equipment but is a fault generated by you or equipment that you own will result in a

service fee being charged. In addition to the service fee, any damaged equipment will be replaced and charged as follows:

11.6.1. Replacement roof antenna/radio - £75 + VAT

11.6.2. Cabling joint box £25 + VAT

11.6.3. Replacement cabling - £10 + VAT per 5 meters.

11.6.4. Replacement P.O.E supply brick - £15 + VAT

11.6.5. Replacement router – as per website pricing.

11.7. Failure to return any item of the Equipment may result in additional Charges to you for each individual item of Equipment. Such Charges will not exceed £500 for each individual item of Equipment.

11.8. Upon termination of this Contract, if you require our Equipment removing from your Premises, a de-installation fee of £75.00 + VAT will apply. Alternatively, if our Equipment is made available for collection, no fee will apply.

11.9. If you connect our Equipment to a Local Area Network (LAN) then you are responsible for:

11.9.1. Supplying, configuring and maintaining a suitable piece of equipment (for example, a router, wireless access point or hub) capable of interfacing with our Equipment.

11.9.2. notifying us of the technical contact for your LAN.

11.10. By accepting these Conditions, you understand that we will not provide any technical assistance for your home or office LAN.

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## 12. IP ADDRESSES

12.1. All Broadband Services are assigned a static IPv4 address.

- 12.2. All IP addresses that are assigned to you remain the property of Vispa and you must not sell, attempt to sell, or agree to transfer them to anyone else.
- 12.3. If you request any additional IP addresses from Vispa, you must provide us with a valid reason via Email to support@vispa.net, and you understand that we must provide any regulatory body (for example, RIPE) with justification prior to accepting your order. You understand that any supplemental IP addresses may incur an additional monthly charge of £10 + VAT per 8 IP Addresses.

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### 13. ONLINE SECURITY

- 13.1. You are solely responsible for the security of your computers. We are not responsible for any breach of security via the Internet. We recommend you ensure your machine or LAN is configured correctly and has firewall software or a separate hardware firewall to protect you from the Internet. This is particularly important if you use our Service to maintain a permanent connection to the Internet.
- 13.2. Your computer or LAN may also be vulnerable to attack by computer viruses, so you should ensure that you use up-to-date computer virus scanning software.

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### 14. DEFAULT

- 14.1. If you: do not pay the charges in accordance with the provisions of clause 9 of this Contract, or break this Contract in any other way; or are subject to bankruptcy or insolvency proceedings; Vispa can (without prejudicing, losing or reducing any other right or remedy) suspend service, including partially, temporarily without notice, albeit the User remains liable to pay rental during the suspension, or terminate this Contract by immediate notice, without prejudice to Vispa's pre-existing rights;
- 14.2. Upon point 14.1 being implemented Vispa may outsource a third-party debt recovery specialist or start legal proceedings to recover any costs outstanding on your account. Administration and court costs will be incurred on your account along with any penalties as set out in the provisions of clause 9 for not completing the contracted term.

- 14.3. Bankruptcy or insolvency proceeding means bankruptcy proceedings or in Scotland sequestration proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress, diligence or seizure: or if the User is a company, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having a receiver or administrative receiver of any assets appointed;
- 14.4. You continue to be liable to pay all charges which are due for Service during any period in which you do not comply with this Contract;
- 14.5. On termination of this Agreement or suspension of the Services we shall be entitled immediately to block your Web Site and to remove all data located on it. We shall be entitled to delete all such data but we may, at our discretion, hold such data for such period as we may decide to allow you to collect it at your expense, subject to payment in full of any amounts withstanding and payable to us. We shall further be entitled to post such notice in respect of the non-availability of your Web Site as we think fit;
- 14.6. If Vispa waives a breach of Contract by you, that waiver is limited to the particular breach. Any delay by Vispa in acting upon a breach is not to be regarded in itself as a waiver.

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### 15. TERMINATION, NOTICES AND CHANGES

- 15.1. This Contract may be terminated by either party on giving at least 30 ("thirty") day's notice to the other expiring on the last day of the minimum Contract term or at any time thereafter. If Vispa gives notice you shall pay all charges up to the expiry of the notice. If you give notice, you shall pay all charges until 30 ("thirty") days after the date Vispa receives the notice or until expiry of the notice, whichever is the latter. Your notice does not avoid any other liability for Service already provided.
- 15.2. Any notice of termination of service must comply with point 15.1 and be in writing including your account username, name & address sent by either royal mail first or second

class to Vispa Limited, 4<sup>th</sup> Floor, Centenary House, 1 Centenary Way, Salford, M50 3RB or by email from the email address registered with us against your account.

- 15.3. Vispa reserves the right to change these terms and conditions of service providing all parties with 7 day's notice of these changes by email, or first class post. Upon receipt of changes parties may carry out 15.1 of these terms in accordance to any contract term being completed or clause 9.14 will apply.
- 15.4. Vispa reserves the right to terminate your account without notice, but normally suspending accounts will be the first cause of action.

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## 16. ENGINEER APPOINTMENTS

- 16.1. Upon arrangements being made to access your Premises to carry out an installation or fault diagnostics either by Vispa, Openreach or any other third party, we will notify you and confirm a suitable date & time slot (AM or PM). If the engineer attends your premises and cannot gain access, this will incur an abortive visit charge of £75 + VAT.
- 16.2. On the day of the appointment, a suitable person must be at the Premises to show the engineer where to install the line and sign upon the work being completed. If the engineer cannot carry out the work, a missed/failed appointment charge will be made as per clause 16.1
- 16.3. If an engineer is required to attend your premises to diagnose and fix a fault with your Broadband or Telephone line, and the fault does not lie on Vispa's or BT Openreach's equipment or network you may be charged up to £195.00 + VAT to cover the call out and engineers time.. It is vital that you are sure that your premises 'internal wiring is correct and that your router is not faulty. We will help you check this. Vispa, is not liable in any way for this charge. It is your responsibility to ensure your equipment & extension/internal wiring is in working order.
- 16.4. Vispa reserves the right to pass on to you any charges imposed on Vispa by our suppliers in relation to any fault with your telephone line or Broadband service.

- 16.5. If you believe that you have been charged a missed appointment or other engineer charge incorrectly, you may dispute the charge by emailing [complaints@vispa.net](mailto:complaints@vispa.net). Vispa will investigate your complaint and should the charge be found not to be in accordance with these terms and conditions, it will be refunded in full.
- 16.6. Vispa is not in any way liable in Contract or otherwise for any damage or loss caused by a representative of Vispa, Openreach or any other third party whilst attending your Premises. Any damage should be reported to the engineer whilst he/she is at your premises. Failure to do so may relinquish any claim you may have.

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## 17. MATTERS BEYOND VISPA'S REASONABLE CONTROL

- 17.1. Vispa is not liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of Force Majeure, war, civil disorder, industrial disputes, inclement weather, pandemics, epidemics, acts of local or central government or other competent authorities, and failure by other service / solution providers.

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## 18. LIABILITY

- 18.1. You acknowledge that Vispa has no control over the information transmitted via the Service and that Vispa does not examine the use to which you put the service or the nature of the information you are sending or receiving. Vispa hereby excludes all liability of any kind for the transmission or reception of information of whatever nature;
- 18.2. Vispa undertakes no liability whatsoever for the acts or omissions of other providers of telecommunication service or for faults in or failures of their apparatus;
- 18.3. Vispa is not in any way liable in Contract or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.

- 18.4. Vispa makes no warranty as regards to its Service(s) or Equipment and will not be responsible for any damage allegedly suffered or claimed by you for any reason including but not limited to loss of data, wrong or non-deliveries and service interruptions.
- 18.5. All conditions, terms, representations and warranties relating to the Services supplied under this Contract, whether imposed by statute or operation of law or otherwise, that are not expressly stated in this Contract including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded.
- 18.6. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence;
- 18.7. Our total aggregate liability to you for any claim in Contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim;
- 18.8. In any event no claim shall be brought unless you have notified us of the claim within one year of it arising;

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#### 19. INDEMNITY

- 19.1. You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement;

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#### 20. INTELLECTUAL PROPERTY RIGHTS

- 20.1. You shall obtain any and all necessary consents and clearances to enable you lawfully to make use of all and any intellectual property rights through the Services, including without limitation, clearance and/or consents in respect of your proposed domain name;

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#### 21. ASSIGNMENT

- 21.1. You may assign all or part of this Contract to any other party only with the prior written agreement of Vispa. Vispa reserves the right to assign all or part of this Contract at any time to any subsidiary, associate company of Vispa or any other third party.

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#### 22. LAW

- 22.1. This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

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#### 23. HEADINGS

- 23.1. Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

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#### 24. ENTIRE AGREEMENT

- 24.1. These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement. Errors & Omissions Excepted

