

Terms and conditions for your ITSWisp broadband service

These terms and conditions set out the agreements between (1) you ('you', 'the customer' or 'your') and (2) Redshelf Ltd trading as 'InTouch Systems' ('we' 'us', 'InTouch Systems', 'ITSWisp').

Your use of the services will be governed by the terms of these agreements. Please read through these terms and conditions carefully.

1 Obtaining the services

- 1.1 We will try to meet any date agreed with you for installation or activation of the **services**, but we may have to change the installation date given to you or activation may be delayed. We will try to notify you of any changes as soon as possible.
- 1.2 You agree that you or a person authorised by you (who is 18 or over) will be present when we install the **equipment** at your **premises**.
- 1.3 If we arrive to carry an installation at the address as arranged with you but there is not an adult present, the engineer will leave notification of attempted installation and you will need to contact us, to re-arrange installation. In these circumstances, if we have to return to carry out the installation, a further charge may become payable provided that the installation was attempted at the agreed time.
- 1.4 Where we need to install **equipment** at your **premises**, we will make every effort to fit the **equipment** where you prefer. However, this may not be possible because of technical or other reasons. If this is the case, we will connect the **equipment** as we see fit. Please do not move any **equipment**. Should you wish to alter the routing of any existing **equipment** such as cables or wall sockets, you should contact us.
- 1.5 Where we do not need to install **equipment** at your **premises**, we will either send you all the **equipment** you need to connect to the **services**, or advise you of any **additional equipment** you need. If applicable, it is your responsibility to purchase the **additional equipment** as notified to you. We will not be liable to you for any loss or damage caused by your installation of the **equipment** or **additional equipment**.
- 1.6 Where we have recommended **additional equipment** for use with the **services** and you have chosen not to take our recommendation, we cannot guarantee compatibility of the equipment you choose, nor can we provide installation or ongoing support in respect of that equipment.
- 1.7 To provide the **services**, the **equipment** (e.g. a wireless router) must be connected to equipment belonging to you (e.g. a computer). We are not responsible for your equipment working properly. You agree to provide and pay for suitable facilities and all necessary electrical and other installations and fittings (including power outlets or sockets) for the **equipment**. You must follow our instructions for this.
- 1.8 Where we need to set up any **services** on your equipment you authorise us to have access to your equipment to perform such set-up (which may include the installation of software) and to check that those **services** are working properly. You confirm that you will have prepared your equipment, and will follow our instructions to prepare your equipment, so that we can perform the set-up properly. It is your responsibility to keep back-up copies of any important data stored on your equipment prior to the set-up of any **services** by us on your equipment.
- 1.9 You are responsible for applying for any consents and permissions necessary for us to connect and maintain the **equipment** at your **premises** (for example, any permission necessary to install aerials). We are not obliged to install or provide the **services** unless all consents and permissions have been obtained.
- 1.10 Our obligation to provide the **services** is also subject to survey. If a survey shows that the **services** cannot be installed or connected at your **premises**, or if a non-standard installation is required, we may cancel any installation date we have given you and terminate these **agreements**. You will be notified of this as soon as possible after the survey. We shall not be under any liability whatsoever to you for any failure to provide the **services** in these circumstances but will refund you for any payments you have already made to us for installation of the **services**.
- 1.11 We do not have to connect the **equipment** at your **premises** or otherwise keep to these **agreements** if:
 - a. your **premises** is outside our service area or in a part of our service area where no signal is available or we are unable to activate the **services** at your **premises** for any reason;
 - b. you do not qualify under our current credit policy;
 - c. you are not able to be a customer because you have previously misused our **services**;
 - d. your computer or network interface card does not meet our **minimum specifications** for **Internet access**;
 - e. your computer or its operating software does not work correctly or normally for **Internet access**; or f. it is not practical to carry out the connection for health and safety reasons or for any other reason.

2 About the services

2.1 General

- a. If you keep to the terms of these **agreements**, we will provide you with the **services**
- b. As well as these terms and conditions, the **services** have **other terms and conditions** which applies to the **services** and their use, as published by us on the **ITSwisp website**. These may be updated from time to time so please check the **website** regularly and read through it carefully. This **other terms and conditions** includes our 'acceptable use policy' and 'traffic management policy' which you can read on the **website**.
- c. To make sure you are always getting the best possible service, we may monitor and record phone conversations you have with our teams.
- d. From time to time, we may let you try certain **services** for free. We have the right to withdraw these trial **services** at any time and without giving you notice.
- e. From time to time, we may supply you with **services** or component part(s) of a **service** for promotional purposes, whether for a charge or otherwise. We may at any time stop such supply or change the promotional **service** or component part(s).
- g. You agree that you are liable for any charges on your account regardless of whether you or anybody else (with or without your permission) runs up those charges (unless the charges result from fraud by someone else which you could have had no control over). For example, if someone who has access to your **premises** uses the **services**, they will be considered to be within your control and you will be liable for those charges. If you become aware of any fraud by someone else, you must tell us as quickly as you can. Under no circumstances should you give your passwords to anybody else (unless you're happy for them to use your account and add charges on your account).
- h. With your permission, we may monitor email and internet communications, including without limitation, any content or material transmitted over the **services**.
- i. We also reserve the right to monitor and control data volume and/or types of traffic transmitted via the **services**.

2.2 Internet Access

- a. For **Internet access** you agree that your computer will meet the **minimum specifications** as detailed on the **website**. You also agree that you'll either have a USB port available that we can connect our modem to, or that you will install a network interface card on your computer. You also agree that you will carry out a virus check before the **services** are connected. If this is not the case, we will not be able to provide you with these **services**. From time to time we may change the **minimum specifications** needed to use the **Internet access**, which will appear in our published materials or on the **website**.
- c. You confirm and warrant that you are the owner of, and that you have obtained all necessary consents to use, the domain name, mailbox name or any other name selected by you in connection with **Internet access**.
- d. You acknowledge that we cannot guarantee you will be able to have and use any name you request and we may require you to select a replacement name if we believe that your current choice of name is, or is likely to be, in breach of our acceptable use policy.
- e. Any Internet address allocated by us to you will at all times belong to us and you may not transfer the address to any person. If these **agreements** end, your right to use the Internet address shall automatically terminate and thereafter you will not use the Internet address.
- f. It is your responsibility to keep back-up copies of any data uploaded to our servers and you are responsible for any **system** you establish to monitor your web space contents and use.

3 Looking after your services

- 3.1 **We** will provide any maintenance services during **normal working hours** that we believe are necessary for the **system** and **equipment** to work properly and for us and/or to provide the **services** to you.
- 3.2 **We** endeavour to maintain 75% of your package rate published speed, even at peak times.
- 3.3 We will always aim to provide you with the best service possible, but we will not be liable for interruptions, or other problems with services that are beyond our reasonable control. You agree that you will tell us about any fault in the **services** by contacting our customer services team, who will aim to respond as promptly as possible. In many circumstances it is possible to correct a fault over the phone. If this is not possible, we will send a technician to correct the fault.
- 3.4 If you prevent necessary maintenance from being carried out (at a time previously agreed and arranged with you), or if the maintenance necessary is the result of any one or more of the following, we will be entitled to charge you a service fee:
 - a. Misuse or neglect of, or accidental or wilful damage to, the **equipment**;
 - b. Fault in, or any other problem associated with, your own equipment or any **system** that we do not cover;
 - c. Your failure to keep to these **agreements**.
- 3.5 You are responsible for maintaining any equipment that is relevant to the **services**, which you own (for example computers).
- 3.6 We are not responsible if you are not able to use the **services** because your equipment (for example, your computer, network interface card, printer, or other equipment) does not work properly, is not compatible with the **system** or does not meet the **minimum specifications** or because of faults in any **public communications provider's** network (where applicable).

4 Using the services

- 4.1 You are responsible for the way the **services** are used. You must not use the **services** to do any of the following acts or allow anyone else to use the **services** to do the following acts:
- Send a message or communication that is offensive, abusive, defamatory (damages someone's reputation), obscene, menacing or illegal;
 - Cause annoyance, nuisance, inconvenience or needless worry to, or break the rights of, any other person;
 - Perform any illegal activity;
 - Break, or try to break, the security of anyone else's equipment, hardware or software;
 - Deliberately receive, use, own, post, transmit or publish obscene material (including, but not limited to, child pornography);
 - Upload, download, post, publish or transmit any information, material or software that is protected by copyright or other ownership rights without the permission of its owner;
 - Use any Internet Protocol (IP) address that we have not assigned to you. Put simply, you may not use the **services** to harm the service of another internet user or impersonate another user, whether on our network or external to our network. You acknowledge that we may change your Internet Protocol (IP) address from time to time without giving you notice;
 - Use the **services** in a way that: (i) risks degradation of service levels to other customers; (ii) puts our **system** at risk; and/or (iii) is not in keeping with that reasonably expected of a residential or business customer as appropriate customer. If we believe that you are using the **services** in any of these ways, we are entitled to reduce, suspend and/or terminate any or all of the **services** without giving you notice.
- 4.2 You must, at all times, make sure that the way you use the **services** does not break the law or the rights of any other person.
- 4.3 You agree to take responsibility for all liabilities, claims and losses which are in any way connect with misusing the **services** supplied to you under these
- 4.4 Where a usage or storage allowance is allocated to you as part of the **services**, you are responsible for making sure that you do not use more than your allowance. We are not responsible for any negative consequences of your failure to do so. Furthermore, if you exceed any allowance applicable to your **services**, we reserve the right (at our sole discretion) to re-grade the **services** in question at the appropriate charge. If we make such changes we will notify you as soon as possible.
- 4.5 We reserve the right to remove by immediate notice material placed on our servers by you or other users which we, in our reasonable opinion, believe violates these **agreements** or is otherwise harmful to our interests or the interests of other users of the **services**.
- 4.6 Some parts of the **services** enable you to access third party content and services (some of which may require you to accept additional terms and which may be subject to additional fees), and you agree that we are not responsible for any such third party content or services.

5 Using our equipment

- 5.1 Where we provide **equipment** to you it will be our property at all times and we may need to alter or replace it from time to time. For us to do this, we will need reasonable access to your **premises**.
- 5.2 You are responsible for making sure that our **equipment** is safe and used properly at all times. To do this, you agree to do the following:
- Follow the manufacturer's instructions and any other instructions we have given you;
 - Keep the **equipment** in your premises and under your control (for example, you may not sell it, lend it or hire it out to anyone else, put it up as security for a loan or mortgage, or allow it to be seized under any legal process against you).
 - Insure any of our **equipment** against any loss, theft or damage for the full replacement value;
 - Not remove, tamper with or cross out any words or labels on our **equipment**;
 - Take proper care at all times to prevent the loss or theft of our **equipment**.
- 5.3 You agree to tell us immediately about any loss or damage to any part of our **equipment**. You should do this by contacting our customer services team. You agree that you are responsible for any loss of or damage to the **equipment**, regardless of how it happens. We will charge you for any loss of or damage to the **equipment**.
- 5.4 If we or you end these **agreements**, if you decide to disconnect from some of our **services**, or if you wish to take up an offer to upgrade the **equipment** we provide to you, you must return the **equipment** to us or (if we choose) make it available for collection in a reasonable condition, allowing for fair wear and tear. If you fail to return or make available the **equipment** for collection for any reason, we are entitled to charge you for the replacement cost and reasonable recovery costs of the **equipment**. If we hold any money we may use that money towards the cost of the **equipment**. If we have supplied you with any **additional equipment**, we'd encourage you to dispose of it responsibly if you're no longer using it so please contact us for further information about disposing of your **additional equipment**.

- 5.5 Any equipment which you own and which you connect to the **system** (for example, phones, fax machines, computers) must meet with all relevant laws and regulations. We reserve the right to disconnect any equipment that does not meet these laws and regulations. You may use your own equipment together with our **equipment**, but we do not guarantee that our **equipment** will work with your equipment.
- 5.6 We will not be liable in any way for any loss or damage which is caused to your own equipment arising as a result of its use with our **equipment**. We will not be liable for any loss of or damage to any **additional equipment**. We have the right to charge you for any replacement **additional equipment**.

6 Paying for your services

- 6.1 You must pay the charges for the **services** as set out in your customer registration/order form and/or other services you later agree to take out, together with any applicable value added tax or other applicable taxes. We can change the charges **services** as set out on the front section of this agreement and/or other services you later agree to take out, but if we do so, you are entitled to end these agreements
- 6.2 Please note that at the time of installation an initial payment to cover optional extras and/or installation charges shown on your customer registration/order form; will be taken by Credit or Debit card. The card holder must be present at time of payment.
- 6.3 All payments by you should be made to Redshelf Ltd T/A InTouch Systems; we will provide you with all necessary payment handling services. We agree to collect and process all payments made by you promptly and ensure that they are applied in settlement of the charges to which they relate.
- 6.4 You must ensure that your payments are received by Redshelf Ltd T/A InTouch Systems by date stated on monthly invoice.. If you do not pay your bills on time, you will be liable to interest or other charges for your default. We may also charge you the full amount of any bill and you may lose any discount we have given you. We will also suspend or cancel the services and charge you the costs of debt recovery proceedings to recover any debt you owe under these **agreements**.
- 6.5 Bills
- a. Under these **agreements**, if you ask for any changes to the **services** provided by us, these changes will be reflected by adding proportionate amounts to your first bill after the change and to your payments every month after that.
- b. Bills must be paid by Direct Debit.
- d. If any Direct Debit of yours is cancelled or is not cleared by your bank or building society, we are entitled to charge you a default fee and the provisions of paragraphs and the provisions of paragraph F4 will also apply.
- e. You will receive an E-bill unless you specifically request a paper bill.
- 6.6 You must provide us with a valid and current e-mail account to use E-billing. The accuracy of that e-mail address is entirely your responsibility..
- h. You shall remain fully responsible and liable to pay any bills of which notification has been sent to the e-mail address you have specified whether or not:
- you access that e-mail account and read the relevant e-mail;
 - you are disconnected from your e-mail account
 - for any other reason (other than ,our negligence) you fail to read the relevant notification.
- i. If you want to change any of the **services** agreed to, we may charge you an administration fee. We will notify you of the amount of any such charge when you request the change.
- 6.7 We are entitled to carry out credit checks on you at any time. This will be done by making searches about you at credit reference agencies who will supply credit information about you, as well as information from the Electoral Register. The agencies will record details of the search, whether or not the application goes ahead. We may use credit-scoring methods to assess the application and to confirm your identity.
- 6.8 If at any time before or during the term of these **agreements** you fail to meet the credit conditions imposed by us, we may do the following:
- a. Require you to make a payment in advance for future charges;
 - b. Enforce credit limits on you for any charges, restrict the level of services we provide to you, only allow certain methods of payment and/or suspend some or all of the **services** at any time when you reach the limits until we have received the full payment of any charges you owe under these **agreements**;
- 6.9 Our services cannot be resold, the **services** are provided to the individual or business for their use only.

7 Your details and how they are looked after

- 7.1 You must provide promptly and accurately all the information which may be needed so we can perform our respective obligations under these **agreements**. You must also tell us immediately if any of your details change.
- 7.2 By having the **services** provided by us installed in your **premises** and/or by using them you are providing your consent to use your personal information together with other information for the following purposes:
- providing you with the **services**, service information and updates;
 - administration, credit scoring, customer services, training;
 - tracking use of **services** (including processing call, usage, billing, viewing and interactive data);
 - improving and developing the **services**.
- Your personal information may be used for these purposes for so long as you are a customer and for as long as is necessary for these purposes after we cease providing **services** to you. Occasionally third parties may be used to process your personal information in the ways outlined above. These third parties are permitted to use the data only in accordance with our instructions.
- 7.3 Subject to your consent, we may use your personal information to contact you with information about our products and services, special offers and rewards, as well as those of selected third parties. From time to time, we may contact you by mail, telephone, email, other electronic messaging services (such as text, voice, sound or image messages including using automated calling systems) or fax for these purposes.
- 7.4 Your personal details won't be shared with other companies for marketing purposes without your consent.
- 7.5 You have a right to ask for a copy of your information (for which we charge a small fee) and to correct any inaccuracies.
- 7.6 If you do not pay your bills for the **services** then we reserve the right to transfer your debt to a third party in which case your personal information will also be transferred to that third party for it to use in connection with the recovery of your debt. Such third party will take such action to recover your debt as it considers appropriate and will not be acting on behalf of us or to our instructions.

8 Changing these agreements

- 8.1 You may add to or reduce the **services** you receive from time to time by contacting our customer services team. If you ask us to provide any extra **services** to you, you agree to accept those additional **services** for at least the **minimum period** that applies to them. If you ask us to reduce your tier of **services** within the **minimum period** for those **services**, we may ask you to pay a fee depending on the **services** being reduced and the remaining length of the **minimum period**.
- 8.2 We may at any time improve, modify, amend or alter the terms of these **agreements** and/or the **services** and their content if:
- there is any change or amendment to any law or regulation which applies to us, or the **services** provided to you;
 - We decide that the **services** should be altered for reasons of quality of service or otherwise for the benefit of customers or, in our reasonable opinion, it is necessary to do so;
 - for security, technical or operational reasons;
 - if the changes or additions are minor and do not affect you significantly or we wish to have all our customers on the same terms and conditions; or
 - in all other events, where we reasonably determine that any modification to the relevant **system** or change in trading, operating or business practices or policies is necessary to maintain or improve the **services** provided to you. However, you will have the right to cancel the affected **services** or end these **agreements** if the changes are significant, as described in paragraph 10.5.
- 8.3 We may change our respective charges at any time. Any changes to our monthly charges will be published by us, on the **ITSWisp website** and if the changes are significant we, will do our best to give you notice of the change at least one month before the changes take effect. Any changes to usage charges and tariffs will be published on the **ITSWisp website** and will be reflected on your next bill after the changes take effect.

9 Suspending services

- 9.1 We may suspend any or all of the **services** immediately without notice if:
- you have broken these **agreements** (including the **other terms and conditions**, like the acceptable use policy) (and in such an instance we reserve the right to reduce the level of **services** affected);
 - you exceed any allowance applicable to your **services** (and in such an instance we reserve the right to reduce the level of **services** affected);
 - maintenance, repairs or improvements to any part of the **services** or the **system** need to be carried out;
 - we, have to do so by law or in line with a contract;
 - you go over any credit limit on your account;

- f. we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the **services** and/or the **equipment** or at any time during the provision of the **services**;
 - g. we believe that you or another person at your premises have committed, or may be committing, any fraud against us, and/or any other person or organisation by using the **services** or **equipment** (or both);
 - h. we do not receive a signed copy of the contract document from you within 30 days of installing your **services**;
 - i. you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate; or
 - j. in our reasonable opinion it is necessary to do so.
- 9.2 If the **services** are reduced because of misuse, then during any period of reduction, you will remain liable for the payment of your original level of charges.

10 Ending these agreements

10.1 Your right to cancel:

We provide a 14 day money back guarantee, known as a 'cooling-off period'. This 14 day period starts from the date you receive your Customer Registration & Order Form, which also contains details of your right to cancel. Under the terms of the Consumer Contracts regulations you have a right to cancel your contract with Redshelf Ltd T/A InTouch Systems for the ITSWisp broadband service, within 14 days of the date you receive the Customer Registration & Order Form. In order to cancel your contract within the 14 days, you must notify us in writing either via email to: support@intouchsystems.co.uk or our website contact form at: www.itswisp.co.uk/contact-us/, giving full details as follows:

Your ITSWisp reference, your full name, full postal address of proposed installation and contact telephone number.

We will terminate the service as soon as is practically possible. You will be refunded all charges and we will collect all equipment.

- 10.2 Outside the 14 day money back guarantee period, you may end this **agreement** at any time **after** the **minimum period** by giving the 30 days' notice. You must pay any charges (including usage charges and line rental) up to the end of that 30-day notice period.

10.3 If we

- a. increase our charges under these **agreements** other than in line with consumer price inflation (CPI) ;
- b. make significant changes to the **services** so the **services** you are entitled to receive in return for the charges you pay are significantly altered or reduced; or
- c. make significant changes to the terms and conditions of these **agreements** (including the **other terms and conditions**), you may cancel those **services** affected without penalty by giving us at least 30 days' notice. Such notice must be given within 30 days of the increase in charges or changes to the **services** or this **agreement** being notified to you. If you were not notified of these changes in advance, you must give notice of cancellation of the services affected to us within 30 days of receipt of your first bill following such increase in charges. If you do not give notice of cancellation within the specified period, you will be deemed to have accepted the increase in charges and/or the changes to the **services** and these **agreements**. You will no longer be able to cancel your **services** under this paragraph. If you cancel any **services** in these circumstances, the increased charges will not apply to those **services** during the 30-day notice period.

- 10.4 If we break the terms and conditions of these **agreements**, you're free to end these **agreements**.

10.5 We may end the respective **agreement** immediately by giving you notice if in our reasonable opinion it is necessary to do so for security, technical or operational reasons.

10.6 When these **agreements** end or you cancel a **service**, we will deactivate (permanently switch off) any relevant **equipment** we supplied to you to provide the **services**. You will no longer be able to use the **equipment**.

10.7 If you fail to return or make available for removal any item of the **equipment** which we have hired to you, you may have to pay extra charges for such **equipment**, including the replacement cost and reasonable recovery costs. In addition to our other rights, we reserve the right to bring proceedings against you for the return of our **equipment**.

10.8 If these **agreements** are ended for any reason, or if any of the **services** are cancelled, we will be entitled to keep any money held and to use that money to pay any obligation or debt you may owe under these **agreements**. We'll get in touch with you to refund to you any money remaining after these deductions, unless our costs to administer that refund outweigh the actual account balance. If that's the case, we'll donate the account balance to charity. We may also donate your account balance to charity, whatever the amount, if we have not been able to contact you within six months of the date of termination of these **agreements**.

11 Moving home

- 11.1 If you move to another address within our service area, you may ask us to provide the **services** to your new address. You must provide at least one month's notice to do this, but we cannot guarantee to provide you with the **services** at your new address.
- 11.2 If we agree to provide the **services** to your new address, you may have to pay a service transfer charge. We will also send you a new contract for the **services** at your new address and you will have to keep the **services** for the **minimum period**. The **service start date** for your new **minimum period** will be the date that the **services** are installed at your new address. You may not be able to keep your phone number if you move house.
- 11.3 If we are unable to provide you with services at your new premises and you are within the minimum period you will be liable for the cancellation fee under 12.3 below.

12 If you break these agreements

- 12.1 We may end any of these **agreements** immediately if:
- a. you become insolvent or bankrupt, you enter into any arrangement with your creditors, or if any legal action is taken or threatened against your property;
 - b. we believe that you or another person at your **premises** have committed, or may be committing, any fraud against us, or any other person or organisation by using the **services** or **equipment** (or both);
 - c. you break any of these **agreements** (including the **other terms and conditions**) and, if you are able to put things right, you have not done so within seven days (or such other period as we specify) of us asking you to do so;
 - d. We have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the **services** and/or the **equipment** from us or at any time during the provision of the **services**;
 - e. any permission under which we are entitled to connect, maintain, modify or replace the **equipment** is ended for any reason;
 - f. we are required to comply with an order, instruction or request of Government, an emergency services organisation or other competent administration or regulatory authority;
 - g. you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate; or
 - h. we are specifically entitled to do so under any other section of these **agreements**.
- 12.2 If you break any of these **agreements** and we choose to overlook it, we, can still end the relevant **agreement** with you if you break it again.
- 12.3 If we, end these **agreements** because you have broken these agreements as set out in this section L (including where you have not paid the charges which you are liable to pay under these **agreements**) during any relevant **minimum period**, we will be entitled to charge you an early disconnection fee on top of any other charges you are liable to pay under these **agreements**. Also, if we discover that you have got **services** from us without permission at any time, we will also be entitled to charge you for any relating to those **services**.
- 12.4 If you break any of these **agreements** by committing fraud or any other criminal activity, we will report you to the police, who may take legal action.

13 Visiting your home

- 13.1 You authorise us to install, keep and use apparatus (including but not limited to **equipment** and **additional equipment**) at your **premises** and you agree that we and our employees, agents or contractors may enter your **premises** so that we can:
- a. carry out any work that is necessary for us to connect, maintain, alter, replace or remove any apparatus necessary for us to supply the **services** you and others have asked for; and
 - b. inspect any apparatus and equipment which you may keep there.
- 13.2 We agree to cause as little disturbance as reasonably possible when carrying out any work at your **premises**. We agree to repair, to your reasonable satisfaction, any damage that we, our agents or contractors may cause at your **premises**.
- 13.3 You agree not to do anything, or allow anything to be done, at your **premises** that may cause damage to or interfere with any apparatus or prevent use or easy access to it.
- 13.4 You confirm that you are:
- a. the current occupier of the **premises**; and
 - b. either the freeholder of the **premises** or a tenant under a lease of 12 months or more.

14 Liability to you

- 14.1 Redshelf Ltd T/A InTouch Systems' liability to you is limited as set out in paragraphs 14.2 – 14.6.
- 14.2 Redshelf Ltd T/A InTouch Systems will not be liable to you for:
- a. any indirect loss or any loss which is not a reasonably foreseeable consequence of Redshelf T/A InTouch Systems' negligence or breach of these **agreements** (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses);
 - b. lost or destroyed data or software;
 - c. any business loss (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses) even if such loss was reasonably foreseeable or Redshelf Ltd T/A InTouch Systems had been advised of the possibility of you incurring such loss; or
 - d. direct physical damage to your property (including any of your equipment upon which we have set up the **services**) unless it has been caused Redshelf T/A InTouch Systems' negligence or the negligence of their employees, agents or contractors while acting in the course of their employment (and even then Redshelf T/A InTouch Systems' liability will not be more than £100,000 for any one event or series of connected events).
- 14.3 When Redshelf Ltd T/A InTouch Systems carries out any obligation under these agreements, the duty of each is to exercise the reasonable care and skill of a competent service provider only.
- 14.4 Redshelf Ltd T/A InTouch Systems will not be liable to you for the accuracy, completeness, fitness for purpose or legality of any information accessed, received or transmitted using the **services**, or for transmitting or receiving, or failure to transmit or receive, any material through the **services**.
- 14.5 If you deal with any other individuals or organisations using the **services** (for example, by buying or renting goods or services from them or ordering goods from them using our **Internet access**), Redshelf Ltd T/A InTouch Systems will be involved in these dealings. Redshelf Ltd T/A InTouch Systems will not be liable in any way for any loss, costs or damage you have to pay for.
- 14.6 Redshelf Ltd T/A InTouch Systems will not be liable to you for the contents of any material from other individuals or organisations which may be accessed through the **services**. We also reserve the right to block access to any such material.
- 14.7 Redshelf Ltd T/A InTouch Systems restricts or excludes liability to you for:
- a. death or personal injury resulting from Redshelf Ltd T/A InTouch Systems (or our agents' or contractors') negligent act or failure to act;
 - b. direct physical damage to your personal property up to £100,000 for any one event or series of connected events where the damage arises from Redshelf Ltd T/A InTouch Systems own (or our agents' or contractors') negligence; or
 - c. Redshelf Ltd T/A InTouch Systems' liability which, by law, Redshelf Ltd T/A InTouch Systems must cover you for, including any liability arising out of part 1 of the Consumer Protection Act 1987 or from Redshelf Ltd T/A InTouch Systems breaking our respective duties under sections 4.1 or 11.4 of that Act.

15 Matters beyond our reasonable control

- 15.1 Redshelf Ltd T/A InTouch Systems will not be liable for failing to do what it promised under these **agreements** if it is prevented from doing so by something outside its reasonable control which will include (but is not limited to) lightning, flood or severe weather conditions, fire or explosion, civil disorder, damage or vandalism to our network or equipment, terrorist activities, war, actions of local or national governments or other authorities, or industrial disputes.

16 Notices

- 16.1 Any notices Redshelf Ltd T/A InTouch Systems gives to you must be in writing and be delivered by hand, sent by fax, ordinary post to you at your **premises** or sent electronically. Any notice period will start from the day on which the notice is delivered if it is delivered by hand, two working days (i.e. excluding Saturdays, Sundays and public holidays) after the date it was posted if sent by ordinary post, or from the date of successful transmission if it is sent by fax or electronically.

17 Transfer of agreements

- 17.1 These **agreements** are personal to you and you may not transfer your account or any of your rights and responsibilities under these **agreements** without our written agreement. For business reasons Redshelf Ltd T/A InTouch Systems Payments may transfer any of its rights and responsibilities under this **agreement** without your permission.



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18 The Law and how your complaints are resolved

18.1 These **agreements** will be governed by English law.

19.1 Redshelf Ltd T/A InTouch Systems is fully committed to addressing all complaints, fully and fairly, and in a reasonable time frame.

GLOSSARY

The words in bold throughout these **agreements** have the following special meanings:

'agreements'

the terms and conditions set out in this document, the **other terms and conditions**, together with all the details set out in any contract document we ask you to sign

'equipment'

any telecommunications or other equipment we supply to you as an essential part of providing the **services** (including upgrades and replacements).

'premises'

the property where we or you install apparatus (including but not limited to the **equipment**) and to which we agree to supply the **services** .

'Internet access'

us providing Internet access, whether by way of high-speed Internet connection or by dial-up Internet access services through a phone line.

'minimum period'

The minimum period that you must keep the service, starts from the service start date. This is subject to your relevant contract term, either 12 months or 24 months for all broadband services and 1 one month for all additional optional services. The contract term will be shown within your original order document.

'normal working hours'

these are 9am to 5pm on Monday to Friday. These hours may change.

'other terms and conditions'

as well as the terms and conditions set out in this document, there are additional terms and conditions which apply to your **services** as published by us on the **ITSwisp website**, as updated by us from time to time. If there is any conflict between the **other terms and conditions** and the terms and conditions in this document, the **other terms and conditions** will apply.

'service start date'

the first date on which each **service** is available for you to use or, where no installation is required, the earlier of the date your **service** is activated or seven days from the date you ordered the **services** from us.

'services'

the services you have ordered including any new, extra or substitute **services** which we agree to supply you at a later date

'system'

an electronic communications system or network.

'website'

the website at www.itswisp.co.uk or any other website address we may tell you about.