

September 2017

## 1. DEFINITIONS

“Buyer” means the company, firm, body or person so named in the Order;

“Conditions” means these terms and conditions;

“Contract” means the contract between the Buyer and the Seller consisting of the Order, and these Conditions;

“Electronic Document(s)” means, without limitation, any online Order, online e-mail communication between authorised persons, acknowledgements, invoices and/or any online transaction capable of acceptance by its intended recipient;

“Intellectual Property Rights” means the patents, inventions, registered designs, copyright, database rights and design rights, semiconductor topography rights, trade marks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items in any country or jurisdiction;

“Order” means the order issued by or on behalf of the Buyer to the Seller for the purchase of the Products and/or the performance of the Services;

“Price” means the sum to be paid by the Buyer to the Seller for the purchase of the Products and/or the performance of the Services the subject matter of an Order;

“Products” means the products set out in an Order;

“Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 1981;

“Seller” means Not Spot Internet Limited;

“Services” means the work and/or services specified in the Order to be

performed by the Seller for the Buyer upon acceptance of the same.

#### GENERAL

2.1 Any Order placed upon a quotation or otherwise shall be accepted entirely at the discretion of the Seller and if so accepted shall only be accepted upon these Conditions.

2.2 These Conditions shall apply to the Contract and shall prevail over any contrary, different or additional terms or conditions howsoever communicated.

2.3 No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by an authorised representative of the Seller shall add, vary or waive any of these Conditions.

2.4 Headings to clauses in these Conditions are included for ease of reference only. These Conditions apply to Services in the same way as they apply to Products.

2.5 A reference to any statute or statutory instrument shall be construed as including a reference to any modification, extension or re-enactment thereof from time to time.

#### ELECTRONIC DATA INTERCHANGE

3.1 The parties may implement and use such form of electronic data interchange (EDI) as may be required from time to time as an electronic means of exchanging Electronic Documents.

3.2 The parties shall ensure that any EDI correspondence is issued by an authorised person.

3.3 In accordance with sub-clause 3.2, the recipient of any EDI correspondence shall be entitled to treat the same as a legally binding document capable of acceptance.

3.4 The parties shall keep and maintain all copies and receipts of any EDI correspondence for a reasonable time following the transaction.

#### SPECIFICATION

4.1 The Seller shall be entitled to modify the designs and specifications for Products without prior notification and/or replace them with items of the equivalent specification.

4.2 No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Contract

#### PRICES

5.1 Without prejudice to Condition 4.2, the Seller's price list shall not form part of the Contract.

5.2 The Price may be varied by the Seller at any time prior to acceptance of an Order.

5.3 The Price does not include unless otherwise specified: 5.3.1 any value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Products or performance of the Services; 5.3.2 any cost of effecting delivery; 5.3.3 any special packing, alteration or modification to the Order required by the Buyer; 5.3.4 any insurance.

5.4 The Price shall be in pounds sterling unless otherwise agreed by the parties.

#### TERMS OF PAYMENT

6.1 Save in the case of a bona fide dispute notified to the Seller within 7 days of receipt of invoice (and in which case all undisputed amounts shall be payable in any event) all invoices shall be paid within 14 days of the date of the invoice.

6.2 A counterclaim or set-off shall not entitle the Buyer to withhold payment.

6.3 The Seller shall be entitled to charge interest at the HSBC Bank PLC base rate plus 3% per annum on outstanding payments from the date of delivery up to and including the date payment is received by the Seller.

6.4 In the event that the Buyer fails to make payments in accordance with the provisions of this Condition 6 the Seller shall be entitled, without prejudice to any other rights it may have, to suspend delivery or performance of any outstanding Orders (in whole or in part) without liability until payment in full of all outstanding sums has been made.

6.5 The Buyer consents to the Seller making credit reference and other enquiries for the purposes of assessing the credit worthiness of the Buyer and holding the results of the same for its records.

6.6 The Seller reserves the right at its sole discretion and at any time to withdraw or amend any credit facility that may have been granted by the Seller to the Buyer.

#### DELIVERY AND RISK

7.1 Any times for delivery are estimates only and although the Seller will use all reasonable efforts to deliver the Products in accordance with the times specified, time is not of the essence.

7.2 Unless otherwise agreed in writing, the Seller shall be entitled to make partial deliveries by instalments and these Conditions shall apply to each partial delivery.

7.3 The risk in the Products shall pass to the Buyer on delivery of the Products to the Buyer by the Seller (or by the Seller's nominated carrier) but where the Buyer nominates a carrier other than the Seller to deliver the Products, the risk shall pass to the Buyer upon the earlier of the Products being handed to the Buyer's nominated carrier or leaving the Seller's

premises.

7.4 Where the Buyer notifies the Seller that it is unable to take delivery of the Products at the time specified, then provided that the Seller receives such notification at least 7 days before such specified time, the Seller shall endeavour to store the Products at the Buyer's risk and the Buyer shall reimburse the Seller without delay all reasonable costs (including insurance) of such storage incurred by the Seller until such time as the Buyer is able to take delivery. This provision is without prejudice to any other right which the Seller may have in respect of the Buyer's failure to take delivery of the Products or pay for them in accordance with the Contract.

7.5 Where the Products are to be delivered by instalments or against call-off and the Buyer either: 7.5.1 fails to accept any delivery when due or; 7.5.2 defaults in making any payment when due, then the Seller may cancel any or all subsequent deliveries and the Buyer shall compensate the Seller in full for any loss or expense arising from such cancellation and notwithstanding the Seller's duty to mitigate its loss, the Buyer shall compensate the Seller in full for the loss of the Price in respect of Products ordered but not delivered.

#### DAMAGE IN TRANSIT

8.1 The Buyer shall examine the Products upon delivery and notify the Seller by email or registered post within 3 working days of delivery in the event of any damage to or short delivery of the Products. The Seller will replace and deliver free of charge any Products proved to the Seller's reasonable satisfaction as having been damaged in transit or missing from the original delivery. In the event that notification is not received by the Seller within the requisite time the delivery shall be deemed complete.

#### TRANSFER OF PROPERTY

9.1 The Seller warrants that it has good title in the Products and that

(pursuant to s12(3) of the Sale of Goods Act 1979 or s2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Contract) it will transfer such title as it may have in the Products to the Buyer pursuant to Condition 9.2.

9.2 Notwithstanding delivery to the Buyer and save in respect of software where title to the same shall remain at all times with the relevant licensor, title in the Products shall not pass to the Buyer until the Seller has received the Price in full.

9.3 Until such payment is made in accordance with Condition 9.2, the Buyer shall take all necessary measures to protect the Products including maintaining adequate insurance therefor; and not dispose of the Products whether by sale or otherwise nor allow any third party right to be created in respect of the same.

9.4 Any resale by the Buyer of Products in which title has not passed to the Buyer shall (as between the Seller and the Buyer only) be made by the Buyer as agent for the Seller.

9.5 So long as the title in the Products remains with the Seller, the Seller shall have the right without prejudice to any obligation of the Buyer to the Seller, to re-take possession of all or any of the Products and for that purpose to go upon any premises (or authorise others to do so) occupied by the Buyer which the Buyer hereby authorises, or to require the Buyer to deliver up to it all or any of the Products.

## TERMINATION

10.1 If the Buyer becomes insolvent, is presented with a petition for bankruptcy and/or winding up, or in the reasonable opinion of the Seller is likely to go into bankruptcy, receivership or liquidation or commits a breach of the contract, the Seller may forthwith terminate the Contract without incurring

any liability to the Buyer.

10.2 Termination shall not affect the continuance in force of any provision hereof which is expressly or by implication to survive the Contract.

#### TUPE

11.1 Where any individual is transferred from the Customer to Astra Broadband Group. by virtue of the Regulations, the Customer agrees to indemnify and hold Astra Broadband Group. harmless against any liability howsoever arising prior to the date of said transfer.

#### WARRANTY

12.1 In respect of all Products, the Seller will ensure the Buyer receives the benefit of any guarantee or warranty that may have been given to the Seller by a third party manufacturer or supplier.

12.2 The Seller will on request supply to the Buyer (insofar as possible) details of the terms and conditions of any such guarantee or warranty but the Buyer shall be responsible for instructing itself on the terms of the same and ensuring full compliance with the terms thereof.

12.3 The Buyer shall ensure that the Products are properly serviced, maintained and operated in accordance with the Seller's recommendations (and any guarantee or warranty of the manufacturer or supplier) and are not fitted or used with any parts, accessories or ancillary equipment other than those recommended by the Seller or stated by the Seller to be suitable.

12.4 During the period of any warranty referred to in Conditions 12.1 & 12.2, neither the Buyer nor any third party on behalf of or for the Buyer shall attempt to remedy any defect or to dismantle or otherwise tamper in any way with the Products except in accordance with specific instructions, directions and/or requests of the Seller.

12.5 Save as expressly stated herein, all other conditions, warranties,

stipulations or other statements whatsoever concerning the Products, whether express or implied, by statute, at common law or otherwise howsoever are hereby excluded.

12.6 The Seller shall perform the Services with reasonable skill and care.

12.7 The Services shall be performed by suitably qualified and/or experienced individuals.

#### UNFAIR CONTRACT TERMS ACT 1977

13.1 If and to the extent that s6 and/or s7(3A) of the Unfair Contract Terms Act 1977 applies to the Contract, no provision of these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for breach of the express warranty contained in Condition 9.1, or for breach of the applicable warranties as to title and quiet possession implied into the Conditions by s12(3) of the Sale of Goods Act 1979, or s2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Contract.

13.2 Nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for death or personal injury caused by reason of the negligence of the Seller or of its servants, employees or agents.

#### LIMITATION OF LIABILITY

14.1 Subject to Condition 13 and notwithstanding anything contained in these Conditions (other than Condition 13) the Seller's liability to the Buyer under the Contract shall not: 14.1.1 in respect of damage to tangible property exceed £1,000,000 in yearly aggregate (such period to commence on the date of delivery of the Products); or 14.1.2 in respect of any and all other direct loss caused by the negligence of or breach of any obligations hereunder of the Seller, its employees, servants and/or agents exceed the



Price or £250,000 whichever is the greater.

14.2 Notwithstanding anything contained in these Conditions, the Seller shall not be liable for any indirect, special or consequential loss or damage suffered or incurred by the Buyer arising out of any breach of these Conditions and for the purpose of these Conditions indirect, special or consequential loss shall include, but not be limited to damage to or loss of data or other equipment or property, economic loss or damage, damage to or loss of profits, interest, business, goodwill, contracts, revenues or anticipated savings and the incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages).

14.3 The Buyer may give the Seller specific notice in writing of risks which the Buyer requires to be covered by insurance and pay the Seller the amount of insurance premium (to be determined by the Seller) required for such cover in which case the exclusions in Conditions 14.1 and 14.2 shall not apply to the extent that such risks are covered by the Seller's insurance.

14.4 In cases where the Seller is asked to recommend Products to meet the Buyer's requirements the Seller does not warrant, represent or undertake that purchase of the Products will satisfy the Buyer's requirements. All recommendations of Products by the Seller are therefore recommendations only and the Seller accepts no responsibility if any Products sold fail to meet the Buyer's requirements or purpose or to achieve any particular level of performance.

14.5 Where the Products include software, the Buyer's attention is drawn to the licence terms imposed by the individual software manufacturer's governing use of such software.

#### INTELLECTUAL PROPERTY RIGHTS

15.1 The Buyer shall indemnify the Seller against all actions, costs (including

the cost of defending any legal proceedings), claims, proceedings, accounts and damages arising from any infringement or alleged infringement of any Intellectual Property Rights of a third party by reason of the Seller performing its obligations under the Contract in accordance with the Buyer's instructions, whether express or implied, including, without limitation, the loading of third party software, the use of designs, drawings or specifications given to the Seller by the Buyer in respect of the Products and Services.

#### FORCE MAJEURE

16.1 The Seller shall be under no liability for any delay or failure to perform any of its obligations under the Contract in the event of Force Majeure.

Following notification by the Seller to the Buyer of such event, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.

16.2 For the purposes of this Condition, "Force Majeure" means any act or circumstances beyond the Seller's reasonable control including, but not limited to Act of God, act of terrorism, war, rebellion, riot, sabotage, fire, explosion, flood, drought, failure of power supply or other utilities, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute or any change in legislation.

16.3 If an event of Force Majeure continues for a period of twenty one days from the date of notification by the Seller to the Buyer in accordance with Condition 16.1, then the Seller may terminate the Contract forthwith without prejudice to any of its other rights hereunder.

#### WAIVER

17.1 In the event that either party does not insist upon strict performance of any of these Conditions then this shall not be deemed a waiver of any rights or remedies nor of any subsequent default.

## INVALIDITY

18.1 The invalidity, illegality or unenforceability in whole or in part of any provision of these Conditions shall not affect the validity of the remaining provisions.

## ASSIGNMENT

19.1 The rights and obligations of the Buyer under the Contract may not be assigned or transferred in whole or in part without the prior written consent of the Seller.

19.2 The Seller may without obtaining the consent of, or giving notice to the Buyer, assign or sub-contract all or any of its rights and obligations under the Contract.

## NOTICES

20.1 Any notice or document or other communication to be given under these Conditions must be in writing and shall be given by sending the same in a prepaid envelope or by facsimile transmission to the address of the relevant party set out in the Contract or to such other address as such party may have notified to the other for the purposes hereof.

20.2 Any notice, document or other communication sent by post shall be deemed (in the absence of evidence of earlier receipt) served 2 working days after despatch if sent first-class (and 4 working days after despatch if sent second-class) and in proving despatch it shall be sufficient to show that the envelope containing such notice, document or other communication was properly addressed, stamped and posted. Any notice sent by facsimile transmission during normal office hours shall be deemed served at the time of transmission or if sent outside office hours shall be deemed to have been served on the next working day following its transmission.

## ENTIRE AGREEMENT

21.1 The Contract contains the entire understanding and agreement between the Seller and the Buyer in respect of the subject matter of the Contract and supersedes all prior oral or written communication, undertakings and any practice or course of dealing applying between the Seller and the Buyer. It may not be amended except in writing signed by the authorised representatives of both the Seller and the Buyer.

#### GOVERNING LAW

22.1 The Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties hereby agree to submit to the non-exclusive jurisdiction of the English courts

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Astra Broadband Group – Broadband Service Terms and Conditions 01  
September 2017

This site [www.astrabg.co.uk](http://www.astrabg.co.uk) is operated by Astra Broadband Group.

These terms apply to all transactions with our company whether placing your order directly on this site, by phone, by email, face to face or by post. By using this site and the services provided, you hereby agree to and accept the following terms of use.

1. Definitions In this document, these words have the following meanings: We and us refers to Astra Broadband Group, incorporated in England & Wales (Company registration number. 10910118), which has its registered office at Agincourt House, Llanddewi Rhydderch, Abergavenny, NP7 9TS. You refers to you, the customer; Agreement refers to these terms and conditions and the contents of any corresponding order form or registration form; Broadband means the service that allows you to access the Internet, any services accessible over the internet, the Services and any other services used by you and provided by us; Dealer/Installer is the person who installs

and fits the Equipment; Equipment is the associated electronic components. Equipment means: (a) The receiver unit; and (a) Any upgrades to this model in circumstances where an upgrade has been supplied to you; and (b) The items of hardware and associated equipment set out in clause 1(i); and (c) Any other items with which we make available to you; Working Days means all days other than Saturdays, Sundays Public & Bank holidays in the country in which you use the Equipment.

2. Start of the agreement (a) This Agreement begins upon proof of connectivity by one of our dealer/installers. We may at our sole discretion reject your request for the Broadband Service. Where we agree to your request, we will connect you to the Broadband Service as soon as we can. In general this will mean immediately. Your Dealer/Installer can undertake activation. You are deemed to accept these conditions when you first use the Services, for example, when you first access the Internet. Application Form / Terms & Conditions Release version 1.0 (b) The duration of this Agreement will be for a minimum of 1, 12 or 24 months from the date of activation, depending on contract length selected and hardware subsidy or grant at the time of placing your order. At the end of this period you may leave the service giving 30 days written notice to us (further details about leaving the service are set out in section 7 "Ending this Agreement"). Equipment (c) As part of our Services, we will supply to you the Equipment 1(i). The Equipment is supplied at a subsidy against full equipment value, and as such shall remain at all times our property until the end of the 1, 12 or 24 month agreement at which time ownership of the equipment will pass to you the customer. (d) All risks associated with the Equipment shall pass to you upon delivery and it will be your responsibility to insure the Equipment against loss, theft, fire, flood and any other risk of loss or damage. We shall have responsibility for repair or

replacement of our equipment except that you accept responsibility for cost of repair or replacement of our equipment when the damage or problem has been caused by negligence, misuse, abuse, or violation of terms of this agreement. (e) We may, at our discretion, nominate an agent or third party in place of ourselves to whom such Equipment should be returned, or compensation payment be made. The Equipment shall be as listed on our invoice/delivery note. We provide you with the Equipment on the condition that you comply with your obligations under this Agreement. If you fail to comply with its terms, in particular but not only your obligations under clauses 3 or 4(b), or if we reasonably suspect that you have failed to comply, we shall have the right to demand that you return the Equipment to us and/or and remove the Equipment from your possession if you have rented the equipment from us. In such circumstances, you will permit us free and safe access to your premises and/or obtain any necessary landlord, building or occupier consents required for us to achieve the return of the Equipment.

Installation (g) The Dealer/Installer will arrange a convenient time with you for the installation of the equipment. In some instances the installation may require additional materials over and above those laid out in equipment clause (2e). These will not be subject to any subsidy and may carry additional costs. These costs to be confirmed by the installer during the installation process. (h) The Dealer/Installer is responsible for taking care when installing the Equipment and any damages to your property will have to be resolved with your Dealer/Installer. (i) The installers will have to work both internally and externally at your premises for which they will require access. Therefore, you agree to, at your own expense and in advance of installation: (i) Obtain all necessary consents including landlord, occupier and other buildings consents for both access and installation of the Equipment listed above, and for

ongoing maintenance of such Equipment; and Application Form / Terms & Conditions Release version 1.0 (ii) Provide full, free and safe access to relevant premises, and a suitable environment including all necessary cable ducts and electricity supply; (j) The installers will fit the equipment but will not configure your PC's or Network Configuration prior to finishing the installation, but will demonstrate a working system on the installers PC. (k) You must allow anyone accredited by us, on production of official evidence of identity and authority, reasonable access to your premises at reasonable times for the purposes of this Agreement and obtain any third party consents for such access where necessary. (l) Your installer will, where necessary, recommend that electrical grounding be undertaken. Where such is required it must be carried out in accordance with applicable laws and regulations. Failure to install effective grounding will, in some locations, constitute a breach of local building regulations so we urge you to ensure that such work is completed in accordance with applicable laws and regulations. Certified electricians should complete grounding work. Where the installer cannot complete the grounding work it is your responsibility to ensure that a certified electrician completes such work. (m) Astra Broadband Group shall not be liable for any damages or losses whatsoever suffered by the customer or third party as a result of late or incomplete installation. The customer shall not terminate the contract on any ground solely on the basis of late or incomplete delivery. (n) If you, the customer, are not at home on the agreed date when we deliver the equipment, we reserve the right to charge you an additional fee for the aborted site visit currently £95.00 (o) If you, the customer are not at home on the agreed date but opt to have you own site representative discuss the installation on your behalf, then NotSpot Internet Ltd cannot be held liable if you are unhappy with any aspect of the installation. Any return visits to move

the Receiver would then be charged at our normal installation rate of £95.00

3. Payment for the Services (a) The initial charges for the Services equipment and installation are due prior to the date of installation. For all charges not paid by this time we reserve the right to postpone installation until payment is made in full. (b) Unless being billed directly by the platform provider, before installation, you will be billed for the first month's service from the date of installation to include, one off activation fee, and one month's security deposit. Any security deposits are refundable at the end of the agreement providing all services related invoices are paid up to date and no outstanding balance remains on the account, at which time the deposit will be withheld against any arrears on the account. (c) With the availability of new services, we will tell you the charges for those services prior to you first accessing and using them. (d) We will send you an invoice every month, which could be by e-mail, facsimile or post for your access charges and for any Services used at any earlier time if they have not previously been charged for. (e) You must settle your bill by a method acceptable to us and within 14 days of the date of your bill. Any invoice overdue past 14 days of the invoice date is considered to be delinquent and the service may be interrupted. A reconnection charge of £45.00 will then apply. If you default in the payment of any monies due as and when they fall due following a period of 14 days from the date of invoice the amount unpaid shall bear interest from the due date until the payment is made in full (irrespective of whether the date of payment is before or after any judgment or award in respect of Application Form / Terms & Conditions Release version 1.0 the same) at 3% per annum over and above HSBC plc base rate from time to time. You agree that if you do not pay a bill on time you have broken this Agreement and Astra Broadband Group may terminate this Agreement under 7(a)(i). All these rights are in addition to any other legal



rights we may have against you, which we may also rely upon. (f) We can adjust the charges. We will use all reasonable efforts to give you notice by post, facsimile or email, or by some other direct means, before any such change to the charges occurs. If the change may be to your detriment, we will give you at least 30 days' notice. Where we have increased our charges to you, you may cancel this Agreement by giving us 30 days' notice in writing, however you are still liable for the balance on your account and any applicable device supplement. (g) All prices quoted are in the appropriate currency and are inclusive of VAT at the prevailing rate, unless otherwise stated.

4. Providing the Services (a) we are not the platform provider, these are a third parties to [Www.astrabg.co.uk](http://Www.astrabg.co.uk) and will be specific to your install. All platform providers will use reasonable endeavours to maintain an alwaysavailable service. However, there may be factors that cannot be reasonably controlled such as the weather or a failure on the part of a third party communications operator with whom [Www.astrabg.co.uk](http://Www.astrabg.co.uk) has no contractual relationship. [Www.astrabg.co.uk](http://Www.astrabg.co.uk) or its agents shall have no liability in these circumstances. In particular, we cannot take responsibility for access to third party websites and/or servers, while the operations of those are outside our reasonable control. (b) We make our Services available to you and to your [designated] employees or other users and supply to you the Equipment on the conditions that: (i) They are not used for anything illegal, immoral or improper; (ii) They are not used to offend or create nuisance; (iii) Only the Equipment or other items as may be supplied by us to use with the Equipment are used; (iv) The Equipment, howsoever caused, is not lost, stolen or damaged; (v) You give us any information that we reasonably request; (vi) You follow all reasonable instructions we give you; (vii) When attempting to

use the Services, you are in range of the Mobile Broadband receiver forming part of a wireless network; (viii) You or your employees/users do not re-sell, exchange, rent, hire, or permit access to the Services or the Equipment to anyone else or grant or attempt to grant any charges, liens or other rights, powers or interests over them; (ix) You or your employees/users do not, nor permit any third party to, tamper or attempt to tamper with the Equipment, the software providing the Services or anything belonging to or used by us without our prior written consent; (x) You or your employees/users do not, nor permit any third party to, to maintain or repair or attempt to maintain or repair the software providing the Services or the Equipment, without our prior written consent. (xi) You or your employees/users do not use the Broadband Service to send or receive by any method any material that breaches another person's copyright or other intellectual property rights, or any other material that is illegal, obscene, indecent, fraudulent, Application Form / Terms & Conditions Release version 1.0 libellous, harassing or that you do not have the right to transmit under any law, contract or other duty; (xii) You or your employees/users do not use the Mobile Broadband Service to transmit knowingly or recklessly any material that contains software viruses or any computer code, files or programs designed to interrupt, damage, destroy or limit the operation of any computer software, hardware or telecommunications equipment; (xiii) You or your employees/users do not disrupt any other person's use of the Broadband Service or any other service; (xiv) You or your employees/users do not interrupt damage or impair any website or the Broadband Service in any way; (xv) You or your employees/users do not hack into or attempt to hack into our systems or try to get round any security safeguards. Notification of designated employees to [Www.astrabg.co.uk](http://Www.astrabg.co.uk) does not remove your obligation to monitor and keep secure the use of

passwords for access. You acknowledge and agree that if you (or your employees or other users, where applicable) break any of the conditions set out in this clause 4(b) that you have broken an important condition of this Agreement and we shall have the right to end this Agreement under clause 7(a)(i) and you hereby indemnify and agree to keep to indemnified us and all members of our group in respect of any breach by you, your employees, or other users of the Equipment supplied to you of the terms of this clause 4(b).

internetMaintenance services (c) Only Astra Broadband Group or our authorised agents may provide maintenance and repair services for the Services and the Equipment Charges may apply where the problem has been caused by misuse or abuse of the equipment by you or someone acting on your behalf or within your control.

5. Liability (a) We are legally responsible to you only as set out in this Agreement. (b) Nothing in this Agreement shall remove or limit our liability, or the liability of anyone who works for us, for: (i) Death or personal injury caused by negligence; (ii) Fraud; (iii) Anything, which cannot be excluded by law. (c) Our entire liability to you for something we or anyone who works for us does or does not to do in respect of breach of contract, negligence or precontractual misrepresentation will be limited to the lower of the value of any direct losses you incur or: (i) £1,000 for damage to property; (ii) £500 for all other losses which are not excluded by clause (d) below; Application Form / Terms & Conditions Release version 1.0 (d) We are not liable to you in any way for any indirect, consequential, incidental losses or damages or any loss of profits, revenue, expenses, goodwill, anticipated savings however they may be caused and even if they were and are foreseen by you. (e) We are not liable to you in respect of any products or services you order from other companies (including other [www.astrabg.co.uk](http://www.astrabg.co.uk) companies) using our

Services. (f) We will not be liable for any loss as a result of the suspension, disconnection or unavailability of the Services, which occur in accordance with the terms of this Agreement. (g) We will not be liable to you if something beyond our reasonable control prevents us carrying out our duties or providing any of the Services. (h) You must tell us about any claim as soon as reasonably possible. (i) This section 5 will apply even after this Agreement has ended.

6. When the Services may be suspended or disconnected (a) We, or the platform provider may at any time: (i) Temporarily suspend the Services for repair, maintenance or improvement of any of its systems wherever located, or temporarily provide replacement Services or Equipment of a similar functionality to those previously supplied; or (ii) Give you instructions on how to use the Services (which you agree to comply with until) where we reasonably consider such instructions in the interests of safety, or the maintenance of service quality to its other customers Before doing either of these things we will give as much notice as is reasonably practicable in the circumstances and will restore the Services as soon as reasonably practicable after suspension. (b) We may suspend our service without warning: (i) In an emergency; (ii) When we are required to by a third party network provider whose system we use; (iii) When we are required to by the police or security services or other party who may have legal authority to make such a request; (iv) If you, your employees/users, or anyone you or your employees/users allow to use the Services, does not keep to the conditions of this Agreement, or any other agreement with us; (v) If you, your employees/users, or anyone you or your employees/users allow to use the Services damages the items supplied such as the hardware or software which is necessary to operate the Broadband Service or put it at risk, or abuse or threaten our staff; (vi) If you,

do not pay all amounts due by the due date to [Www.astrabg.co.uk](http://Www.astrabg.co.uk) (c) We may charge to reconnect you to the Mobile Broadband Service where you or your employees/users either by yourself or through a third party, have caused or contributed to the suspension of the Services.

7. Ending the agreement (a) Either of us can cancel this agreement immediately if any of the following happens: Application Form / Terms & Conditions Release version 1.0 (i) The other breaks an important condition of this agreement or several less important conditions and (if it is capable of being put right) does not put it right within 14 days of written notice to do so; (ii) If the other is subject to bankruptcy, insolvency or any similar proceedings or, in the reasonable opinion of the party ending the Agreement, the other is unable to pay its debts; (iii) At the end of 12/24 months from the date we confirmed your request for activation of the Services, providing the cancelling party gives 30 days written notice to the other. (b) In addition, we may end this Agreement if suppliers of communications services to us no longer make such services available to us, providing we give you 30 days written notice. (c) At the end of the Agreement you must pay any charges, which are outstanding. (d) At the end of this Agreement, you will be disconnected and you will not be able to use the Services.

8. Use of the Broadband Service (a) You accept that at any time we may change or withdraw any element of the Broadband Service from time to time and will use all reasonable efforts to notify you of any necessary change in the Services. (b) We do not guarantee that the information and services you may obtain from the Broadband Service will be suitable for your purposes and requirements. You accept that the information and services you may obtain from the Broadband Service may not be complete, accurate, up-to-date or free from errors. (c) As a user of the Broadband Service, you accept that we

do not control, endorse or censor the material made available by the Broadband Service and the World Wide Web. You accept that third party material could be illegal, misleading, offensive or deceptive. You use it at your own risk and subject to all applicable national and international laws and regulations. (d) We will try as far as is reasonably possible to keep the Broadband Service free from viruses, bugs and errors, but we do not guarantee that it will be free from infection or anything else that may damage your equipment or data. We will not keep any back-up copies of emails or other data belonging to you. We accept no liability for damage caused to your own equipment if you download software or other services. (e) We do not permit you or others to cause nuisance or inconvenience to us or to other users in any way. This includes hacking, Network sniffing or similar techniques, or sending unsolicited messages without reasonable cause, by spamming or using anonymous remailers or different servers, or other means. If you, your employees or other users of your Equipment send any such messages through the Broadband Service, you may be liable to criminal or civil action in either the UK or other appropriate jurisdictions, and we may suspend and disconnect your use of the Broadband Service. (f) If you deal with any third party or exchange material with that third party while using the Mobile Broadband Service, you accept that you are entirely responsible for such transactions, which specifically relate to your business and that third party. You acknowledge that such transactions are not part of this Agreement and are governed by a separate contract between you and the third party concerned. You should always check the terms of such a contract carefully. (g) You agree that if we stop the service to you, you will cease to use the Broadband Service and you will immediately return to us all the items supplied to you or, at our option, delete or destroy all software that we provided to

enable you to access the Mobile Broadband Service Application Form / Terms & Conditions Release version 1.0 (h) The platform operators may from time to time restrict applications which have a negative effect on the network. These include but are not limited to applications for Non-professional use, notably Peer to Peer applications such as Kaaza, WinMX and any other protocol liable to have the same effect on QoS. (i) Certain applications are not usable over the connection. If there is any doubt about applications it is the customer responsibility to inform [www.astrabg.co.uk](http://www.astrabg.co.uk) prior to installation. Customer who purchase the equipment for these purposes will not constitute a right to cancel, and as such will not be entitled to any refunds

9. Fair Access Policy (FAP) applies to some of our platform providers services

(a) The fair Access policy (FAP) has been defined to enable a high quality internet access service with a consistent customer experience at any acceptable price..

10. Right to Cancel Application Form / Terms & Conditions Release version

1.0 (a) You the customer have the right to cancel your contract either before installation, or up to seven working days after the installation/activation have taken place unless the order is part of a government grant scheme where there is no right to cancel. This must be done in writing, email or fax to our main contact office. (b) If you cancel your order after the goods have been delivered/installed, but within 7 working days, the customer will be liable for the full cost of collection, currently set at £150.00, as well as the initial activation fee and first months service. As we may offer subsidies or special offers on hardware & installation, the collection charges may be more than you paid for initial delivery. It is the customer's responsibility to confirm any charges involved prior to arranging collection. These charges will be deducted from any refunds due. (c) Were you cancel your order any refunds due will be

processed on full receipt of the goods at our office, and once testing and inspection is complete. Any goods deemed to be damaged or faulty will result in deductions equivalent to reduction in value of the good supplied. (d) Where the terminal has been activated, and the customer cancels after the first 7 working days, and within the contract period, the customer will be subject to an early termination fee. This fee will be equal to the remaining balance of the contract at the contracted service level.

11. Intellectual property rights (a) You acknowledge that material including (but not limited to) text, software, clips, video clips, Photographs/images, graphics, logos, adverts or other data, whether contained in sponsor advertisements or presented to you through the Mobile Broadband Service, is protected by copyright, trade mark, service mark, patent or other proprietary rights and laws. This material may be owned by us or by third parties. (b) You acknowledge that you are permitted to use the above material, which is presented by the Broadband Service to enable you to use Services. You may not, save as is reasonably necessary to make use of the Services, copy, reproduce, distribute, publish or make any commercial use of anything obtained while using the Broadband Service. (c) You may from time to time transmit material or content through the Mobile Broadband Service. You acknowledge that as an Internet service, whilst we take all reasonable steps on our network to ensure its security, such security cannot be guaranteed and third parties may gain access to your material. You acknowledge that for the purposes of providing you with the Services we may require the right to copy, reproduce, modify and adapt your material and accordingly you grant a free, irrevocable, worldwide license for us to do this. Application Form / Terms & Conditions Release version 1.0

12. General (a) Changes to terms and conditions: We may change these



terms and conditions if new laws or rules make it necessary or for any other good reason. If we do this, we will notify you by providing your Dealer/Installer with a new version of the terms and conditions. Furthermore, we will also update the terms and conditions, which are available from our customer experience centre. (b) Concessions: Any concession or extra time that we allow you only applies to the specific circumstances in which we give it. It does not affect our rights under this agreement in any other way. (c) Law: English law will apply to this agreement and you and we agree to the exclusive jurisdiction of the English courts. (d) Legal effectiveness: If a clause or condition of this agreement is not legally effective, the rest of this Agreement remains effective. We may replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is. (e) Disclosure of information about you: We may use credit reference agencies to help us make credit decisions or for protection against fraud. You agree that we may register information about you and the conduct of your account with any credit reference agency. For the purpose of fraud prevention, debt collection and credit management, we may disclose information about you and the conduct of your account to debt collection agencies, security agencies or financial institutions. We may also pass your details to third parties if we sell or transfer our business, to ensure that you continue to receive an access to the Internet. (f) Please see our Privacy Policy for details of how we will use any personal information, which we may collect. If, in connection with any of the Services, we act as a “data processor” of any information you give us, and you act as a “data controller” (as such terms are defined in the Data Protection Act 1998), we will, in relation to that information: (i) act on your instructions only; and (ii) comply with obligations equivalent to those imposed on a data controller under the Data Protection Act 1998 relating to security or

applicable equivalent legislation.

13. Notices and complaints. You may give notice to us by delivering or posting such notice to the address set out at the head of this Agreement, or by sending such notice by email to [Astrabroadbandgroup@gmail.com](mailto:Astrabroadbandgroup@gmail.com) We may give notice to you by delivery, post, and fax transmission or by email to the addresses and numbers (as applicable) set out in your request for activation. Either party may amend their details at any time providing advance written notice is given to the other. If you have any complaints about the Services or Equipment, (a) Any links on this site will allow you to leave the Not Spot Internet Ltd website. Any link sites found on this web site are not under the control of [www.astrabg.co.uk](http://www.astrabg.co.uk), and as such [www.astrabg.co.uk](http://www.astrabg.co.uk) is not responsible for any content found on these sites. [www.astrabg.co.uk](http://www.astrabg.co.uk) supply these links only for the convenience of the customer and this by no way assumes any endorsement in whole or part by [www.astrabg.co.uk](http://www.astrabg.co.uk) to the content found on these sites.