
STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS AND PROVISION OF SERVICES

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

1.2 **Activation Date:** the start of the service delivery as requested by the customer.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Overage: means data consumed over the allocated data allowance of the package and charged at £30 per GB. Actual charge is 3pence per MB.

Cancellation Period: means 30 days from Notification of service to cancel and is chargeable.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time. You will be sent any amendments.

Contract: the contract between the Supplier and the Customer for the supply of Goods and Services in accordance with these Conditions.

Customer: the person or firm who purchases the Services from the Supplier.

Data Controller: has the meaning set out in section 6 of the Data Protection Act 2018.

Data Subject: an individual who is the subject of Personal Data.

Downgrade: means a movement of subscription resulting in lower associated monthly costs, be it due to the Customer receiving decreased internet bandwidth, less upload or download capacity or by any other means.

Force Majeure Event: has the meaning given to it in clause 16.

Goods: the goods (or any part of them) set out in the Order.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Services.

Personal Data: has the meaning set out in section 3(2) of the Data Protection Act 2018 and relates only to personal data, or any part of such personal data, in respect of which the Customer is the Data Controller and in relation to which the Supplier is providing services under the Contract.

Processing and Process: have the meaning set out in section 3(4) of the Data Protection Act 2018.

Prohibited Purpose: use of the Goods or the Services that are prohibited by the Supplier in respect of any illegal, offensive or other similar reason or in respect of any breach or alleged breach of Intellectual Property Rights of a third party transmitted via the Services.

Services: A monthly data allowance service, including subscribing for broadband internet access up to and including the amount of data you may download or upload as specified in your Order to, supplied by the Supplier to the Customer.

Subscription Fees: means the monthly fees payable by the Customer to the Supplier for the supply of Services

Supplier: Bentley Walker Limited registered in England and Wales with company number 00403127 and having its registered office at 116 Elm Grove, Hayling Island, Hampshire, PO11 9EW.

Upgrade: means a movement of subscription resulting in higher associated monthly costs, be it due to the Customer receiving increased internet bandwidth, greater upload or download capacity or by any other means.

1.3 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes fax but not email.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

- 2.2 The Order shall only be deemed to be accepted when the Supplier issues acceptance of the Order the Contract shall come into existence on activation by the customer. (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. SUPPLY OF GOODS

- 3.1 The Goods are described on the Supplier's website, www.freedomsat.co.uk
- 3.2 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods. This clause shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the Goods or the Order if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. DELIVERY OF GOODS

- 4.1 The Supplier shall ensure that:
- a) the delivery of the Goods is accompanied by a delivery note which refers to the Customer's purchase order of the Goods; and
 - b) it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Customer's expense.

- 4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the completion of the loading of the Goods by the Supplier (or a party nominated by the Supplier).
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 4.6 The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.7 If the Customer fails to take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.8 If ten Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY OF GOODS

- 5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:
- (a) conform in all material respects with their description;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.2 Subject to clause 5.3, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
- (a) the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.
- 5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - (c) the defect arises as a result of the Supplier following any drawing or design supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer three years after the Commencement Date.

6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7. SUPPLY OF SERVICES

7.1 The Supplier shall supply the Services to the Customer.

7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

7.4 You acknowledge and accept the terms of the Supplier's Fair Access Policy, found at Annex 1, and agree not to use the Services for a Prohibited Purpose.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
- (c) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. CHANGES TO SERVICES

9.1 Customers on 12 month contract do not have the option of a downgrade.

9.2 If the Customer chooses to Upgrade its subscription package it may do so by giving to the Supplier notice in writing on or before the 25th day of each month, specifying the package the Customer requires. An Upgrade will be applied to the Customer's subscription package on the first day of the following month.

9.3 For the avoidance of doubt, the Supplier makes no warranty that an Upgrade or Downgrade will result in the Service being error-free, uninterrupted or remain at a bandwidth consistent with the Customer's subscription package at all times.

9.4 Once a 12 month contract has been completed if 30 days notice has not been given they automatically go onto a 30 day contract. (and until the Supplier receives written notice to terminate the Contract).

9.5 Any unused data from a data Bolt on will not rollover and will be lost on the 1st of the next month.

9.6 Access to overage is dependent that the SIM's provided by us having to remain in the Bentley Walker provided router and not placed in any other 3rd party device, if removed from the Bentley Walker provided router overage will be charged at £30 per 1GB of data or any part there of.

9.7 Overage will be charged at £30 per 1GB of data or any part there of if the device/modem provided by Bentley Walker is tampered with or reset, removing the data monitoring tools allowing the customer to enter overage. Where a data service is specified as Un-metered or Un-limited use reasonable usage is considered to be within 100 GB.

10. CHARGES AND PAYMENT

- 10.1 The Customer shall pay the price of the Goods (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) within 20 Business Days of the date of the Supplier's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer.
- 10.2 The Subscription Fees shall be as listed in the Order or by such other method as the Supplier and Customer agree upon in writing.
- 10.3 The Supplier reserves the right to increase the Subscription Fees from time to time with effect from the due date for payment closest to three months after the date on which the Supplier has provided the Customer with notification of the sum of the increase in Subscription Fees and an explanation of the valid reasons for the increase in Subscription Fees.
- 10.4 The Customer hereby authorises the Supplier, and the Supplier's payment processor, to charge the applicable recurring Subscription Fees to the Customer's designated billing payment method.
- 10.5 On the Commencement Date, the Customer will be charged immediately for the initial period of the subscription at the then-current fee set out in the Order, followed by recurring periodic charges as specified in the Order. Billing will be charged at the 1st of each month except first invoice which will be a pro-rata payment.
- 10.6 By choosing a recurring payment plan, the Customer acknowledges that such Services have a recurring payment feature and the Customer accepts responsibility for all recurring charges prior to cancellation.
- 10.7 For the avoidance of doubt, time for payment shall be of the essence of the Contract.
- 10.8 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 10.9 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14 (Termination), the Supplier shall suspend the Services to the Customer and the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 5% a year above the Bank of England's base rate from

time to time, but at 5% a year for any period when that base rate is below 0%. In the event that the Supplier lifts the suspension of the Services, an administration fee of £25.00 plus VAT shall be payable to the Supplier.

10.10 Any data used after the monthly allowance (overage) will be charged at a higher rate of £30 per 1GB of data or any part thereof.

10.11 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

12. DATA PROTECTION AND DATA PROCESSING

12.1 The Customer and the Supplier acknowledge that for the purposes of the Data Protection Act 2018, the Customer is the Data Controller and the Supplier is the data processor in respect of any Personal Data.

12.2 The Supplier shall process the Personal Data only in accordance with the Customer's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Customer.

12.3 The Supplier shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.

12.4 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

12.5 The Supplier warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:

- (a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the data to be protected; and
- (b) take reasonable steps to ensure compliance with those measures.

- 12.6 Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this clause.
- 12.7 The Customer acknowledges that the Supplier is reliant on the Customer for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Customer's instructions.
- 12.8 The Supplier may authorise a third party (subcontractor) to process the Personal Data provided that the subcontractor's contract:
- (a) is on terms which are substantially the same as those set out in this agreement; and
 - (b) terminates automatically on termination of this agreement for any reason.

13. LIMITATION OF LIABILITY

- 13.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 - (b) fraud or fraudulent misrepresentation.
- 13.2 Subject to clause 13.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) any indirect or consequential loss.
- 13.3 Subject to clause 13.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall not exceed the total Subscription Fees that have been paid to us by you.
- 13.4 This clause shall survive termination of the Contract.

14. TERMINATION

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract within the Cancellation Period by giving the other party written notice.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than 30 days written notice this period is chargeable and must be given on all contracts including the 30 day Sims. (and until the Supplier receives written notice to terminate the Contract).
- 14.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
 - (b) the Customer commits a material breach of the Contract which is incapable of remedy; or
 - (c) the Customer commits any other material breach which is capable of remedy but which you fail to remedy within fourteen days of written notice by us specifying the breach and requiring its remedy.
- 14.4 After 12 months from the Commencement Date, and unless the Customer has given the Supplier not less than 30 day's written notice to terminate the Contract, then the Contract will renew on a 30 day contract (and until the Supplier receives written notice to terminate the Contract).
- 14.5 Without affecting any other right or remedy available to it, in the event of the Customer breaching the Supplier's Fair Usage Policy or the Customer using the Goods or Services for a Prohibited Purpose, the Supplier may terminate the Contract with immediate effect.

15. CONSEQUENCES OF TERMINATION

- 15.1 On termination of the Contract the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 15.2 If a customer cancels before the 12 months has been completed on a 12 month contract they have to pay the remaining subscription in full.
- 15.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.4 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

16. FORCE MAJEURE

16.1 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

17. ASSIGNMENT AND OTHER DEALINGS

17.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

17.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

18. NOTICES

18.1 Any notice or other communication given to a party under or in connection with the Contract may be in writing and may be delivered by hand or by pre-paid first-class post or other next working day delivery service to:-

- (a) in the case of any notice or other communication to the Supplier – the Supplier's registered office or such other address as the Supplier notifies to you; and
- (b) in the case of any notice or other communication to the Customer - to the Customer's address set out in the Order or such other address as the Customer shall notify to the Supplier.

18.2 Alternatively, any notice or other communication given to a party under or in connection with the Contract may be in writing and delivered by electronic mail to:-

- (a) in the case of any notice or other communication to the Supplier – accounts@bentley-walker.com; and
- (b) in the case of any notice or other communication to the Customer – to the Customer's electronic mail address set out in the Order or such other electronic mail address as the Customer shall notify to the Supplier.

18.3 Any notice or other communication shall be deemed to have been received if:

- (a) delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or

- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting (exclusive of the day of posting).

19. SEVERANCE

- 19.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

20. VARIATION

- 20.1 No variation of the Contract shall be effective unless it is agreed in writing and signed by both parties (or their authorised representatives).

21. WAIVER

- 21.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 21.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 21.3 No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22. NO PARTNERSHIP OR AGENCY

- 22.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

23. ENTIRE AGREEMENT

- 23.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 23.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

23.3 Nothing in this clause shall limit or exclude any liability for fraud.

24. THIRD PARTY RIGHTS

24.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

25. GOVERNING LAW AND JURISDICTION

25.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Notwithstanding, the Customer is entitled to any mandatory consumer provisions of law, which would otherwise be applicable in the country in which the Customer lives.

25.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

ANNEX ONE: FAIR USAGE POLICY

Policy

This Acceptable Use Policy sets out the rules which apply to use of our communication services including your responsibilities, and permitted and prohibited uses of those services. Compliance with this Policy ensures you may continue to enjoy and allow others to enjoy optimum use of our Services.

Responsibilities

You are responsible for your actions on our network and systems you access through your Service. If you act recklessly or irresponsibly in using your Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

In particular, you agree that you will not use, attempt to use or allow your Internet Service to be used to:

- store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable law or which is likely to be offensive or obscene to a reasonable person;
- store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;
- store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the use of our Services, Network or systems;
- forge header information, email source address or other user information;
- access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- compromise the security or integrity of any network or system including our Network;
- deliberately access, download, store, send or distribute any viruses or other harmful programs or material;
- send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out in this policy, or overload any network or system including our Network and systems;
- use another person's name, username or password or otherwise attempt to gain access to the account of any other User without their consent;
- tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
- aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.
- The SIM is only for use within the Bentley Walker supplied router.

Spam

Also known as junk mail or Unsolicited Commercial Email (UCE), the term "spam" refers to submitting a commercial email or SMS messages to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation to receiving email or SMS from the sender.

Email or SMS sent by a company or an organisation with whom the recipient has established a relationship or which was requested or accepted (opt-in requirement) by the recipient is not considered spam.

Spamming is not only harmful because of its negative impact on consumer attitudes, but also because it can overload the network and disrupt service to Bentley Walker subscribers.

As a user of service platforms you must comply with any regulation in force that covers direct marketing regulations if you are sending communications to large multiple lists of users.

In the absence of positive, verifiable proof to the contrary by a User, Bentley Walker will consider complaints by recipients of emails or SMS messages to be conclusive that the recipient did not subscribe or otherwise request the email(s) or SMS about which a complaint was generated.

Excessive Use

You must use your Service in accordance with any download or capacity limits stated in the specific plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Internet Service if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our Network or systems.

If Bentley Walker determines that excessive bandwidth, disk space utilisation or high CPU loads are adversely affecting Bentley Walker's ability to provide service to other users, Bentley Walker may take immediate action. Bentley Walker will attempt to notify the account owner as soon as possible.

Reasonable Use

Where a data service is specified as Un-metered or Un-limited use reasonable usage is considered to be within 100 GB per month where this usage is exceeded Bentley Walker reserves the right to apply policies in traffic management to limit or restrict the usage above this level or to terminate the Users access to the Services if the limits continue to be exceeded after notification to the User.

Illegal Use

The network may only be used for lawful purposes. For example, Users may not use the Network to create, transmit, distribute, or store content that:

- violates a trademark, copyright, trade secret or other intellectual property rights of others,
- violates export control laws or regulations,
- violates the privacy, publicity or other personal rights of others,
- impairs the privacy of communications,
- contains obscene, offensive, unlawful, defamatory, harassing, abusive, fraudulent, or otherwise objectionable content as reasonably determined,
- encourages conduct that would constitute a criminal offense or give rise to civil liability,
- constitutes deceptive online marketing,
- causes technical disturbances to the Network, its affiliated networks, or the network used by Users to access the Email service., or

- violate the policies of such networks, including, but not limited to, intentional introduction of any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data, or
- assists, encourages or permits any persons in engaging in any of the activities described in this section. If the Client becomes aware of any such activities, the Client is obligated to immediately notify Bentley Walker and take all other appropriate actions to cause such activities to cease.

Consequences of Unacceptable Use

Bentley Walker reserves the right to suspend or terminate User's access to the Services upon notice to the Client of a violation of this policy. If Bentley Walker believe that the policy has been breached or the integrity of the network and/or the performance of others users are at risk, then Bentley Walker will contact the Client with notice of its intent or to notify the User of the breach of the policy.

Broadband Traffic Management Policy

We undertake traffic management to ensure that our Clients and Users receive optimum performance at all times. The policy applied is as follows

Traffic management

Our broadband products are subject to traffic management to ensure you receive optimum performance at all times.

Like other providers we deliver broadband service over a shared network. To provide a sustainable quality broadband service to all our customers we have to manage the network.

The principles of our network management policies are:

- To make sure that time-critical applications like Voice over Internet Protocol (VoIP) are always prioritised.
- To protect interactive applications like web-browsing and Virtual Private Network (VPN) from non-time sensitive download traffic.
- To balance the network under demand to cope with exceptional peaks and troughs from day to day and month to month.
- Provides a 'quality of service' effect, meaning multiple applications running on the same line interact with each other effectively, and use of high demand protocols like Peer-to-Peer (P2P) doesn't swamp time-sensitive traffic such as a VoIP call.

Traffic types are identified in real-time based on a combination of port, source IP address and

DPI signature detection. This allows us at any given time to see exactly what traffic is on the network and who is doing what.

At times we may prioritise time sensitive traffic such as VoIP by reducing the throughput of the standard traffic.

Traffic Classifications:

Traffic is prioritised according to time sensitivity. The following table outlines the standard prioritisation classes:

Top	High	Middle	Standard
VOIP	HTTP	HTTP Download	P2P
VPN		IPlayer & Youtube	Binary usenet
		FTP	
		Email	
		Generic Streaming	

Mobile

You must not use our SIM cards to generate artificially inflated traffic or to persistently send automated or unsolicited text messages.

Avoid sending unusually high volumes of SMS messages, sending SMS messages to an unusually large number of recipients or distribution groups or sending any automated or unsolicited SMS messages. Furthermore, sending spam text messages would fall outside this Acceptable Use Policy. You must not establish, install or use a gateway device or SIM box without our prior written consent (including devices tethered via cable, Bluetooth or Wi-Fi, to a computer or the internet, when used for making large volumes of calls or sending large volumes of texts). We can withhold our consent for this activity at our absolute discretion.

You must not use our services of a SIM Card fraudulently, in connection with a criminal offence, in breach of any law or statutory duty, to make a call or send a message or to take pictures or video or send,

upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of any Rights or anyone's privacy or is otherwise unlawful.

Avoid making nuisance phone calls, unlawful file sharing, and sharing, downloading or viewing inappropriate or illegal content are examples of use that would fall outside this Acceptable Use Policy.

You may only use our services in our Europe Zone (excluding the UK) for periodic travel, like holidays or short breaks. If you're not genuinely using our services for periodic travel we may have to charge you for, or suspend you from, using our services in our Europe Zone (excluding the UK).

Avoid using our services for the first time outside of the UK, using a large volume of your allowance in our Europe Zone (excluding the UK), or for prolonged periods which don't follow reasonable consumer holiday and travel patterns and behaviour. If you use our services outside the UK in our Europe Zone for 60 or more days in any four month period this is likely to be deemed to be an unfair use of our services. You will be notified if you are in breach of our Acceptable Use Policy and you will have two weeks from that moment to rectify your behaviour before you receive out-of-bundle charges at the prevailing rate.

Remember that this isn't an exhaustive list of how you could be breaching our Acceptable Use Policy. Other activities which we reasonably believe to be outside of legitimate consumer use may also be subject to the terms in this Acceptable Use Policy.

Administration of Policy

The Client understands that the administration of this policy requires the exercise of discretion and judgment by Bentley Walker. Bentley Walker agrees to exercise good faith in its administration of this policy and in making determinations under the policy.

