



TERMS AND CONDITIONS OF GCONNECT FOR THE SUPPLY OF SERVICES

Services we Provide

- Broadband Services (Schedule A)
- Hosted Services (Schedule B)
- Dedicated Servers (Schedule C)
- Ethernet Services (Schedule D)
- Consultancy and Support Services (Schedule E)

General Provisions

These terms and conditions ("Conditions") shall apply in every instance where we agree to provide you with Services together with any terms that are specific to the Services being provided as set out in the relevant Schedule. In these Conditions "you" and "your" refer to each customer and his or its agent, including each person listed in your account information as being associated with your account, and "we" "us" and "our" refer to **Challenger Technology Limited** which trades for the purposes of these Conditions as "**Gconnect**".

1. Definitions

In this Agreement the following initially capitalised terms shall have the meanings set out next thereto:

"Account"	means your account with us which for the avoidance of doubt contains your personal information, if relevant, and your credit or debit card details;
"Agreement"	means these Conditions, any relevant Schedule, our Acceptable Use Policy, our Code of Practice and any relevant Service Level referred to in a relevant Schedule, all of which are accessible on our website at http://www.gconnect.net/legal.php ;
"Commencement Date"	means the date of commencement of our Agreement with you for the provision of Services;
"Conditions"	means these terms and conditions;
"General Provisions"	means these Conditions as the same may be amended from time to time;
"Order"	means an order for Services specified in an Order Form;
"Order Form"	means the requisite form to be used to apply for the purchase of any particular Service which will be generated by our sales staff and sent to you at the time you indicate you wish to make an Order;
"Schedule"	means that schedule containing specific additional terms relating to any relevant Services you elect to receive by submitting an Order;
"Services"	means any particular services you elect to purchase from us as are specified in an Order Form;
"Subscription Period"	means the minimum period for which you agree to purchase Services when placing an Order, together with any renewal thereof as relevant, as specified on our website and/or in an Order Form

2. Scope of Agreement and changes to these Conditions

- i) The General Provisions shall apply to all Services which you purchase from us.
- ii) In addition to the General Provisions:
 - a) Schedule A applies specifically to our Broadband Services Email
 - b) Schedule B applies specifically to our Hosted Services
 - c) Schedule C applies specifically to our Dedicated Servers
 - d) Schedule D applies specifically to our Ethernet Services
 - e) Schedule E applies specifically to our Consultancy and Support Services

Defined terms used in the General Provisions shall apply equally to terms set out in any of the above referenced schedules.

- iii) Any request by you for the provision of Services must be included in a completed Order Form. If we accept your Order we will start processing your request immediately on receipt of the Order and you acknowledge that you will not be able to exercise any right you may have under legislation relating to Distance Selling to cancel your Order without liability to us. For these purposes Distance Selling means the completion of a contract via a website, email, telephone, fax or otherwise where the contract is not entered into face to face.
- iv) We may alter or amend these Conditions at any time whether to comply with changes in regulatory requirements or by reason of changes in the terms of business or working practices of our suppliers or developments in technology or for any other reason upon giving you not less than twenty one (21) days' notice in advance by post, email, and/or by posting the alteration on our website at <http://www.gconnect.net/legal.php>, setting out the reasons for the alteration and the date it is to take effect. We will send the notice by post or email to the address last notified to us (see Condition 3 below for your obligation to keep your information up to date). Except where the change is as a result of legislative or regulatory requirements, if you do not wish us to continue to provide you with Services as a result of a change to these Conditions, you may terminate this Agreement without penalty by giving us written notice to reach us not less than seven (7) days before the date when the alteration to our terms and conditions is to take effect. If we do not receive such a notice from you prior to that date, and/or if you continue to use the Services after sending us a notice, you will be deemed to have accepted the alteration.
- v) We reserve the right to refuse Orders for any reason. Where we do refuse an Order, we will notify you that the Order will not be processed. If your Order has been processed and you have paid our Charges they will be refunded.

3. Provision of Information - Your obligations

- i) You agree to:
 - a) provide true, current, complete and accurate information about yourself when completing an Order for Services; and
 - b) maintain and update such information as necessary to keep it current, complete and accurate.
- ii) You acknowledge that we rely on this information to send you important information and notices regarding your account and our Services.
- iii) We will not be liable in respect of the non-renewal of a Service or registration of a domain name if you do not receive our renewal notice having failed to notify us of new contact details.
- iv) You must ensure that all information submitted is correct as we may not be able to rectify errors.

4. Our Services

- i) The Services you purchase from us shall be as specified in an accepted Order as the same may subsequently be supplemented or altered.
- ii) We may need to change aspects of the Service we provide as a result of legislative, regulatory or other changes requiring us to do so. We will in such circumstances endeavour to provide you with not less than twenty one (21) days' notice in advance of such alteration taking effect, but cannot always guarantee to do so.
- iii) We may also need to suspend our Services temporarily from time to time without notice in order to repair, maintain or improve the Services or our network, or in an emergency. If we need to do this, we will try to keep you informed and will try to keep interruptions to a minimum, but we cannot always guarantee to do so.
- iv) Unless otherwise specifically agreed our Services do not include back up of your data. You are responsible for the back up of your own files and data for your own internal network and all equipment that is connected to the Internet. In particular, it is your responsibility to ensure that your firewalls and anti-virus protection are kept up to date and are sufficient for your needs.
- v) Conduct by you which violates law, regulation or applicable code of practice, or which is reasonably considered to be offensive, defamatory, blasphemous, obscene, abusive, derogatory, of a pornographic nature or which is otherwise unacceptable, or which is in breach of data protection and privacy principles, or which infringes the intellectual or proprietary rights of any third party, whether or not expressly mentioned, is prohibited. We reserve the right at all times to prohibit and/or suspend activities by you that damage or could potentially damage our commercial reputation and goodwill or that of third parties.
- vi) We may record calls or monitor them for training and security purposes.

5. Term

- i) Unless otherwise agreed this Agreement will start when you submit your Order for Services which you must do by signing and returning an Order Form to us either by post to our address specified in the Order Form or by fax or signed email.
- ii) This Agreement will, unless specifically agreed otherwise continue for the minimum Subscription Period displayed on our website for the Services for which you are subscribing and will continue unless and until terminated in accordance with these Conditions.
- iii) We may remind you of the impending expiry of a Subscription Period by sending notice to your then current email or postal address specified by you but shall not be obliged to do so.
- iv) The Services will lapse unless we receive payment for an extension of the Subscription Period. We will not be liable in respect of your failure to renew this Agreement if, having sent you a renewal notice, we do not receive notice of renewal and the applicable payment, or if you fail to notify us of a change of your contact details.
- v) Notwithstanding the forgoing this Agreement (and your subscription for Service(s)) may be terminated early by you or by us pursuant to Condition 7 of these Conditions.

6. Charges and Payment

- i) Charges are payable by you for the specific Services purchased by you at the rate agreed with us prior to commencement of this Agreement as the same may be varied from time to time. Charges shall be payable in advance for any applicable period unless otherwise agreed.
- ii) VAT and any other taxes and duties shall be added to the Charges where applicable at the then prevailing rate and shall be payable in addition to the Charges.
- iii) If you do not make payment of any Charges due on the due date, we will:
 - a) be entitled to charge you interest on the amount owing (both before and after judgment) on the amount unpaid at the rate of 4% per annum above the base rate from time to time of Royal Bank of Scotland Plc, from the date that payment falls due until the date that payment is made; and/or
 - b) suspend the provision of Services until payment is made in full; and/or
 - c) terminate this Agreement in whole or in part and cease providing the Services.
- iv) Our Refund Policy can be accessed on our website at <http://www.gconnect.net/legal.php>
- v) We reserve the right to charge a £10.00 plus VAT admin fee prior to a refund being issued or deduct a £10.00 plus VAT admin fee from any refund issued. For the avoidance of doubt, the £10.00 plus VAT admin fee will be deducted from each individual payment that is being requested for refund.
- vi) Where a payment is made to us via bank transfer of any kind, all bank charges incurred will be your responsibility.
- vii) Where you have opted to pay for any Services on a monthly basis by Direct Debit:
 - a) you agree that the first payment for the Services will be taken by credit or debit card if payment becomes due before Direct Debit payment arrangements have been set up. Thereafter all subsequent monthly payments will be taken by Direct Debit;
 - b) we will send you advance notice by email to any email address notified to us by you giving details of the Services to which the Direct Debit relates, the total amount, the frequency of payments and the dates when payment will be collected;
 - c) we confirm that the advance notice will be sent to you at least seven (7) days before the date when the first payment to be made by Direct Debit will be collected;
 - d) in the event that more than one signatory is required for payment authorisation on any Bank or Building Society account, you confirm that you will print off and return to our Accounts Department by recorded delivery, the Direct Debit mandate prior to any Direct Debit being set up. On receipt of the mandate we will proceed to set up the Direct Debit;
 - e) if payment due from you by Direct Debit fails we will send an email to the email address notified to us by you to advise you of the failure. We will then contact you so that future payments will be taken by credit or debit card until such time as the Direct Debit is authorised by the Bank or Building Society or until you contact us to make alternative payment arrangements;
 - f) in the event that you change Bank or Building Society we will be notified of such change by BACS and any existing Direct Debit for the Services will be cancelled. An email will then be sent to you to request that you setup a new Direct Debit;
 - g) in the event that you give us notice to terminate the Services, but we do not receive any instructions from you with regard to cancellation of the Direct Debit associated with the Services, you authorise us to take any outstanding payments for the Services from the credit or debit card listed on your Account and then to cancel the Direct Debit with your Bank or Building Society;
 - h) you can cancel any Direct Debit, at any time. If you wish to cancel any Direct Debit you can either:

- write to your Bank or Building Society, sending a copy of the letter to us; or
 - send an email to our Accounts Department. We confirm that any cancellation of a Direct Debit will be completed within three (3) working days of the receipt of the request.
- i) following cancellation of any Direct Debit we will then contact you so that future payment arrangements may be made. Cancellation of a Direct Debit shall be without prejudice to your payment obligation to us in respect of the Agreement for Services you have entered into with us.
- viii) Renewals: We will advise you of the impending expiry of the Subscription Period. The notice will be sent to your then current email address. It will be your responsibility to make payment arrangements for the renewal/extension of the Services failing which they will be terminated.

7. Termination and Suspension

- i) This Agreement may be terminated by you:
- a) by effluxion of time if the Subscription Period is not renewed at the renewal date; and/or
 - b) with immediate effect on giving us written notice, if we are in material breach of any obligation; and/ or
 - c) with immediate effect on giving us written notice, if we are in non-material breach of any obligation which is capable of remedy but have failed to do so within thirty (30) days of receiving notice from you specifying the breach and requiring its remedy; and/or
 - d) immediately upon written notice if we become insolvent, if an administrator is appointed over the whole or any part of our assets, if we enter into any composition arrangement with creditors, or if we have an order made or resolution passed for us to be wound up; and /or
 - e) if we notify you of a change to the terms and conditions of this Agreement and you serve notice on us in accordance with clause 2(iv).
- ii) This Agreement may be terminated by us immediately on serving written notice on you if:
- a) you do not pay to us by its due date any sum due;
 - b) the continued supply of the Services to you may in our reasonable opinion expose us to the risk of litigation;
 - c) you commit any material or repeated breach of this Agreement;
 - d) you commit any other breach of this Agreement and, if it is capable of being remedied, fail to remedy such breach within fifteen (15) days from the date of notice to you specifying the nature of the breach and requesting its remedy;
 - e) you become insolvent, enter into an arrangement with your creditors, or have a receiver or administrator appointed over all or any part of your assets;
- iii) Notwithstanding any other term of this Agreement if you breach any provision of our Acceptable Use Policy we may terminate this Agreement and the provision of Services hereunder immediately and without the need for any notice to you.
- iv) You acknowledge that,
- a) termination of this Agreement for any reason will result in us ceasing to provide Services to you, with all the consequences that flow from such cessation, including but not limited to, deletion of hosting account(s) and mailboxes.
 - b) if you terminate this Agreement during the initial Subscription Period as specified in the specific terms and conditions applicable to the Services, or the acknowledgement of Order, as the case may be, you will not be entitled to a refund for the broken period and to the extent you have not paid we may be entitled to charge you a cancellation fee equivalent to the subscription fee for the initial period, less any sums paid by you for that initial period. Please refer to the specific terms and conditions for more information on this.
 - c) we may, at our sole discretion and without prejudice to any rights we may have to terminate this Agreement, suspend the provision of the Services immediately on sending you written notice if we need to comply with an order, instruction or request of government, an emergency services organisation or other competent administrative or regulatory authority which affects our ability to provide the Services.

8. Hardware and Software

- i) Where the Services comprise the supply of hardware or software, use of this hardware and software is licensed to you only and unless otherwise specifically agreed, title to such hardware and/or software does not pass to you at any time but remains with us and/or our suppliers.
- ii) On termination of this Agreement for whatever reason you will at your cost return the hardware to the supplier via our returns procedure within seven days. If you fail to return the hardware within seven days you shall pay us the current written down value of any item not returned (on the basis of a right down over three years)] which may be deducted by us from any refund due to you.

- iii) You undertake to use hardware and software supplied to you as part of the Services in accordance with our instructions and with their respective licences. You undertake not to modify the hardware or software in any way.

9. Exclusions and Limitations

- i) We hereby exclude all liability for any losses you may suffer by reason of our failure to provide the Services to the maximum extent permitted by law.
- ii) Without prejudice to the foregoing you acknowledge and agree that we will not be liable to you (whether in contract, tort, or otherwise) for (i) any loss or destruction of data, or (ii) any damage, cost, expenses or other claims for compensation relating to the use or the inability to use or in any other way related to or in connection with the provision of the service; or (iii) any indirect or consequential loss or damage whatsoever, or (iv) any loss of profit.
- iii) To the extent that we are adjudged to have any liability to you this shall, without prejudice to any other provision of this Condition, be limited to £5,000.
- iv) We undertake to use reasonable care in maintaining and monitoring our systems and services but, where we use such reasonable care, we will not be liable for any damages or losses whether direct or indirect that you may suffer as a result of service or systems failure caused by systems or services under our control which result in our systems or services being available for you to use. Where such systems or service failure is caused by systems or services not under our control, we will not be liable for any damages or losses whatsoever.
- v) We will not be liable for the loss of any emails sent to mailboxes of any configuration or sent from email accounts using Services provided by us. We will not be responsible for any email stored in mailboxes provided by us. Your only expectation is of preserving email downloaded from mailboxes provided by us.
- vi) While we make regular maintenance updates to our systems, firewalls and services, it is your responsibility to ensure that your system is adequately protected from viruses, worms or other disabling devices. We will not be liable for any damages or losses whether direct or indirect that you may suffer as a result of any virus, Trojan horse or other disabling device that affects services or systems, whether under our control or otherwise, caused by your failure adequately to protect its system.
- vii) Our Agreement is with you only and we expressly exclude any rights of third parties who may otherwise be entitled to enforce the terms of this Agreement as if they were a party to it.
- viii) To the extent relevant we accept liability for death or personal injury caused by our negligence without limit and none of the limitations contained in this Condition 9 apply to limit such liability.
- ix) You are entitled by statute to expect that we exercise reasonable care and skill in the provision of the Services and this expectation shall not be limited by the terms and conditions of this Agreement.

10. Indemnity

If you are in breach of our Acceptable Use Policy (<http://www.gconnect.net/legal.php>) this could lead to our being sued for defamation or being prosecuted for obscenity. If your breach of the Acceptable Use Policy causes us loss you agree to indemnify us and hold us fully harmless from all liability, losses, costs (including legal costs) and expenses suffered or incurred by us as a result of such breach.

11. Complaints

If you have a complaint about any aspect of the Services provided to you by us please see our Code of Practice (<http://www.gconnect.net/legal.php>) for more information on our complaints procedure.

12. Personal Information

- i) By requesting via an Order that we provide you with Services you consent to us using and/or disclosing any personal information as follows:
 - a) for processing your application, which may involve a credit check which, in the case of an individual, may record that a credit check has been made and disclosing your personal and account information to a bank for the purposes of setting up a direct debit arrangement; and
 - b) If necessary, providing or arranging for third parties to provide customer care facilities and bill you for the service, which may involve disclosing your personal information to third parties solely for those purposes.
- ii) We may retain information that you provide and from time to time may use this information to offer you other services that we feel may be of interest to you both from us and other companies. We may contact you by post or e-mail. If you do not wish to receive this information please let us know either by e-mail using the unsubscribe link given on our mailings or by telephoning us on 0845 006 0866 and we will amend our records.

13. Notices

- i) All notices which are required to be given under this Agreement must be sent as follows:
 - a) By writing to us by first class registered post at Office 10, Market Chambers, Market Place, Ramsbottom, Bury, BL0 9AJ; or
 - b) To you by email transmission or by first or second class post to your email or postal address as notified to us by you.
- ii) Any notice delivered to you shall be deemed to have been received by you:
 - a) by email transmission on the date notice is sent;
 - b) by first or second class post three working days after the date notice is sent.
- iii) Any notice delivered to us by first class registered post shall only be deemed to have been received and accepted by us on signing for the registered post.

14. General

- i) You may not transfer or sub-license this Agreement or the Services we have agreed to provide to you hereunder.
- ii) If any provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that will not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement.
- iii) Any delay or failure by either of us in enforcing any right under this Agreement is not a waiver of that right and will not prevent that right or any other right or remedy from being exercised or enforced.
- iv) In this Agreement we are independent contractors and nothing in this Agreement will give rise to any joint venture or partnership between us.
- v) The provision of the Services and the application of these Conditions and interpretation of this Agreement are governed by English law and subject to the exclusive jurisdiction of the English courts.
- vi) Neither of us shall be liable for any breach of our obligations hereunder where the breach results from causes beyond our reasonable control ("force majeure") including, without limitation, restrictions of a legal or regulatory nature.