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Full Terms & Conditions

This document, and the documents to which it refers, define the terms of the agreement by which we provide you with goods and/or services.

For purchase of services (internet), our terms for supply of services apply.

For all internet services, our Acceptable Use Policy and Fair Usage Policy also apply.

If you are not happy with any of the terms or require any clarification of the terms please contact us. Whilst this is a standard contract, we are happy to consider changes generally or to meet your specific circumstances.

Where we agree a variation to this standard agreement it must be in writing signed by a director, or an email electronically signed by a director, and such changes will take precedence over these terms.

Interpretation This agreement is written in plain English and should be read as such. We have used the terms we, us, our, etc to mean Husky Networks, operating as a department of Labtech Systems Ltd, and you, your, etc to mean the customer to whom we are providing goods and/or services. We are Labtech Systems Ltd, a company registered NI52125. Registered Office 1 Lislaynan, West Street, Ballycarry, Co Antrim. BT38 9GZ

We have tried to make the terms in this agreement general and easy to understand. The terms should be read as a statement of what we intend and read to the full extent that the law permits. If a term is not valid in some context, it should be read to the full extent that it is valid, or possibly only applying to a narrower context which allows it to be valid.

Limitations of liability We understand that ongoing operation of goods and/or services we provide can be important to you but we expect you to understand that such goods and services can fail for a variety of reasons. It is also possible for us to make mistakes. As such we expect you to take whatever precautions or insurances against such failure or mistakes as you see fit, including situations where we may be negligent. We exclude any liability for consequential losses or tort.

If we are negligent, then we accept that we have liability. We require you to prove we have been negligent in such cases. We require you to demonstrate actual losses for your claim. We require you to take all reasonable steps to minimise your losses.

Whilst there are no limits on our liability for death or personally injury due to negligence, we limit our liability for any other negligence or any other reasons to a refund of the amount paid for the failed goods or services. (We also make it a condition that you do not use any of our goods or services in any safety of life situations where a failure could cause death or personal injury). You agree to this limit whether we are negligent, or not, and even for liabilities that somehow occur when we are not in breach of contract with you.

In the case of on-going services this limit of liability is the pro-rata charge we have made for the period each specific service was not adequately provided, and then only from when the problem was reported to us, and only then after allowing reasonable time for us to get the problem rectified.

If an incident relates to an ongoing service but not a specific time frame, then we limit our liability to the charges you have paid for the related service for a one month period.

If we are providing a resilient or redundant service package so that overall services continue in some way when part of the service fails – then the liability only relates to a period where the service as a whole has failed (i.e. all of the redundant parts have failed).

You agree that our liability is also limited in respect of any claim you make indirectly or via any third party (such as a bank or insurance company) and agree to indemnify us against charges above that liability in any such claim.

Whilst we may choose to offer a good will credit at our discretion, you agree that if we are not in breach of contract then we have no liability to compensate you at all, and that if we are then our liability is limited as above. You also agree that the limits of liability apply if you take a case to alternative dispute resolution and you will not accept any award in excess of these agreed limits. This does not stop you taking cases to Alternative Dispute Resolution if you are eligible to do so and if we have failed to resolve a formal dispute and does not stop you accepting any awards that are within what you have agreed as our limit of liability in this contract – we are simply expecting you to stick to what has been agreed, which is the whole point of having a contract.

Neither Party shall be liable in respect of any breach of this contract due to any cause beyond their reasonable control, including but limited to, an Act of God, inclement weather, flooding, lightning or fire; industrial action or omission of government or other competent authority, riot, war or act or omission of any other third party over whom we have no control.

Important It is important to realise what this means. Basically, in most cases, if we screw up, the most you can get is your money back. Some of our services are very cheap and some are even free of charge, so this is not a lot of compensation. If this is a problem, then you should look at getting your own insurance or buying services from someone else. When you order goods or services from us you are agreeing to these limits of liability. These terms do not affect your statutory rights, and apply to the full extent that the law permits them to within those rights.

Prices The standard prices for the service are published on our web pages. Our web site makes it clear if the prices quoted are inclusive or exclusive of VAT. We show VAT inclusive prices on our web site for services aimed at residential consumers. The web site is not to be taken as an offer in the contractual sense, but is merely an invitation for you to make an offer to purchase goods or services from us, which we may decline for any reason.

Effect of a VAT rate change The VAT rate that applies is the VAT rate applicable at the actual tax point of the invoice issued. Prices will be quoted clearly, inclusive or exclusive of VAT, and are subject to change in line with HMRC VAT rate.

Periodic Billing For ongoing services we will issue an invoice periodically (e.g. monthly). You may also receive additional bills for one-off charges, equipment or other services. We normally issue invoices in advance on the first day of the period being billed.

Payment You are expected to read the invoices and statements we send you and contact us promptly if you believe there is any error.

To keep our charges low we only accept payments by Direct Debit and to make it easy for us to collect your Direct Debit payments we use an intermediary company called [GoCardless](#).

Clawed back payments With card payments or direct debit payments it is possible for you to claw back the payment at a later date.

There really should be no reason for a claw back. If we have mistakenly taken payment from you, please contact us and we will immediately return the incorrect payment. We are also happy to pay you any bank charges that you have been charged because of the mistake, up to the admin fee we charge (£25.00).



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It is also important to note that any returned or clawed back payment is cancelled on your account with us, making it as though the payment was not made at all, and you may become liable for late payment penalties and/or interest, as well as admin fees (see below).

Administration fee An administration fee is for extra work or costs we incur because of something you do that you did not have to do. These are not normally necessary and you can take steps to avoid them in future. We will try and work with you to help avoid additional admin fees and we may choose to retrospectively credit some fees if you take steps to avoid further work for us.

We are not trying to be difficult here – all of these reasons for an admin fee are choices you make, and things you do not have to do. They all incur extra work for us that would otherwise be unnecessary. It would be unfair to share out these extra costs by increased prices for everyone where the majority of people are able to avoid us incurring this extra work and costs.

We may charge you an administration fee, which is normally £25.00+VAT for the following, on each occasion:-

If you pay by direct debit and the payment fails. The exception is where you can show that we should not have tried to take the payment.

If you pay by direct debit, and later claw back the payment.

If you ask us to print a paper copy of an invoice or statement and post it to you. We send invoices and statements electronically, free of charge.

If you make an unnecessary payment to us or an overpayment and require us to return it to you. If the payment involves any special bank charges, such as for a high value or same day transfer, we will also charge these.

If you require us to use a third party invoice or payment management service then we will charge an admin fee for this and any additional costs.

If you require us to complete surveys or other paperwork or carry out additional tests or procedures for compliance or other similar processes we will charge an hourly rate for this work, please ask for a quote.

The admin fee is something of a nominal sum and we suspect our costs are higher on average but only charge £25.00 in the interests of good will. We can, if we wish, charge the full admin fee of £30.00+VAT if you continue to cause us extra work. We will advise you if we start charging the full admin fee.

Missed Appointments If we book a time for an engineer or installer to visit you and you're not in, then we will charge you £60 + VAT for the inconvenience.

Advance payment or over payment If you send us money that you do not owe us, such as an over payment of a payment when there are no outstanding invoices, then we will hold this as money on your account. You can ask for the credit balance on your account back at any time and as such we do not consider the payment to be an advance payment in respect of specific future goods or services (Value Added Tax Act 1994 section 6(4)). We do not pay interest on any credit balance. If we invoice you for any goods and services then we will, at that point in time, apply any credit balance on your account towards paying that invoice. Your credit balance is not considered a pre-payment for future goods or services.

If we ask for a deposit with your order, then this is placed on your account as an advance payment. If the order cannot be completed and your deposit is refundable then it will be refunded by 2 day BACS bank transfer to you on request. However, we will deduct from the refund any amounts you owe us at that point.

Late Payment For business customers, late payment interest and penalties are charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended. This is a policy in line with The Better Payment Practice Campaign as promoted by H M Revenue & Customs. Note that this includes statutory compensation for late payments between £40 and £100 per late invoice in addition to interest charges at 8% above base lending rates, so it is wise to pay on time. All payments received are applied on account as the date they are received, clearing debts in strict order of due date. Late payment penalties apply to all commercial contracts in the UK, not just us. (More general information)

For the purposes of the Late Payment of Commercial Debts (Interest) Act 1998, where payment is required partly in advance and partly in arrears, such as a quarterly invoice on 30 day terms which is 30 days in arrears and the rest in advance, then the invoice shall be treated as two separate debts with part payment due for part of the period as per section 11(2) of the Act.

Failure to pay for at least the period which is in arrears by the due date of the invoice will result in a liability for the £40 to £100 penalty applicable for late payment.

If we give you time to pay (credit), we are doing this because we recognise that many businesses have a complex systems for signing off and paying invoices, and that people can be on holiday, or sick, etc. It is not because we wish to operate as a bank and lend money and it should not be used as a means to obtain goods and services when you can't afford them. As such we do not expect you to deliberately wait to the last moment you think you can send payment and still be within terms. If you do, and miss the date even by one day we will not have any sympathy with such a policy and will charge late payment penalties as the law permits.

If you pay by Direct Debit, then we are taking responsibility for collecting the payment within the terms. If we do not try and collect payment within the terms then you are not liable for late payment penalties as a result. However, we are agreeing to try and collect payment once within terms. If we try once, and that collection fails for any reason or is returned by your bank for any reason, it is then your responsibility to ensure payment is made within the terms. We will contact you if a collection fails. Where the agreed terms allow and unless you have picked a fixed date for payments, we will attempt the first collection in sufficient time to try a second collection within those terms or for you to pay by other means should the first attempt fail. It is also important to understand that it takes a few days for a direct debit to be set up, and then you receive 5 working days notice of a payment – you must allow for this if setting up a direct debit to pay for invoices that will be due before this can be done, and pay any amounts that will be overdue by other means.

Changing terms and prices You cannot change these terms and conditions. You cannot assign this agreement to anyone else without our agreement. We may change the terms and conditions and prices and any associated rules (such as the AUP). We will put the new versions on our web pages. We may also assign the agreement to any other party after giving you one month's notice. For any one-off sale or the start of a new on-going service the terms and prices at the time of order apply even if recently changed. We will normally advise you of prices when you place the order.

Changes that are to your detriment. For on-going services, if we make a change that is to your detriment (including increasing the price of on-going services) then you have some additional options.

You can simply accept the changes to terms or prices: If you do not dispute the change within one month after the change is published on the web site, or in the case of a price change of an on-going service then within one month of the new price shown on an invoice, then we consider you have accepted the change. To accept the change you do not have to do anything.



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You can dispute the change and cease your service: During that one month you can dispute the change. If you are within a minimum term for a service we can either agree to apply the previous terms and prices until the end of the minimum term, or we can allow you to cease the service early without penalty, at our choice on a case by case basis. If you are not within a minimum term you can cease the service within one month, and have the previous terms and price apply until the cease (re-issuing the previous invoice if necessary) but you must request this adjustment within 3 months.

When price changes take effect

Our standard current price, as published on our web site or as advised to you individually, applies at the time the invoice is raised for the service. The price applies for the whole of the period invoiced. This means, for example, if you have quarterly billing then the advance charged price for on-going services is fixed for the whole quarter invoiced even if we change prices during that quarter.

In some cases a special price may apply for a period known in advance or a price change may be published in advanced with an applicable date. In such cases advance billed charges may be split at the date the price change is known to happen. The key point here is that the price shown on the invoice is not changed retrospectively once the invoice is issued. Some customers can be batch billed where proforma invoices are raised during the month and these are then included in one big invoice at the end of the month. In these cases the price is the one applicable when the proforma invoice is created. This means the price is the same whether batch billed or normally billed..

How we communicate General information, notices and status updates, are made available on our web pages from time to time, including any changes to these terms.

We may use email to communicate changes, including any changes to terms and conditions or policies or other important information. You must check our web pages, or read email to ensure you are aware of such information.

You may contact us using our published email, telephone or postal information. You are responsible for ensuring any communication actually reaches us, and we consider your communication valid on the date and time it reaches us and not when it was posted or sent. Invoices and late payment reminders are normally sent by email to the address you have advised to us for your accounts department. You can change the email address to which they are sent whenever you like by contacting us.

Liquidation, etc. If you go in to liquidation, administration, bankruptcy or in anyway stop being liable to pay your outstanding invoices, then we may terminate all services being provided immediately. All goods which have not been paid for in full are ours, and we have the right to collect them from you. The person(s) dealing with your company (e.g. liquidator) may ask us to continue to provide services. For example, they may want to sell a business as a going concern, or sell assets such as domain names. If they do, then they will have to pay all outstanding charges for those services and agree to pay ongoing charges in advance. This is particularly important for domain names. If we terminate domain names then they can be immediately registered by anyone else (including us) and become their asset. If you take over the business of a company that has gone in to liquidation and wish to take over services urgently, we may charge a fee for expediting the connection of such services which we decide on a case by case basis.

Misc If we don't enforce our contract terms at any point it doesn't mean we won't later.

If we don't charge you for something right away it doesn't mean we won't charge for it later.

These terms are not intended to benefit any third party as per Contracts (Rights of Third Parties) Act 1999.

A gigabyte is 1,000,000,000 bytes. A megabyte is 1,000,000 bytes. A kilobyte is 1,000 bytes. A megabit/second or Mbps is 1,000,000 bits per second. See <http://physics.nist.gov/cuu/Units/prefixes.html> for details.

We may anonymously quote comments from any emails or comments we receive unless you specifically say we can't, e.g. for our testimonials page. We will normally ask first.

It should not really need saying as it would most probably apply under tort law anyway, but if you deliberately do something knowing it will cost us money, over an above the normal costs for providing the goods or services we supply you, then you have to compensate us for that extra cost.

Fair usage The Internet is a large network of interconnecting computers managed by different organisations so we cannot guarantee the speed (transfer rate, packet loss or latency) of the Internet. That said, we want all of our customers to enjoy their broadband experience free from all unreasonable limits such as download allowances and associated charges for data usage, so for our (Husky Networks) bit of the Internet we have a Fair Usage policy to ensure that our customers are able to use the service in a manner appropriate to their needs. We are not responsible for data lost for any reason. If you are unhappy with the service we provide, you have the option not to renew the service in the next period.

There are always a few heavy users on any network. Our Fair Usage policy identifies these users and we contact customers to find out what's the cause. Sometimes their usage pattern needs to be modified or we may suggest a more appropriate product for the customers' needs. It's important to realise that ALL broadband networks and in fact the Internet as a whole is shared and that improper use can cause problems for other users, i.e. poor service or simply higher charges for the service overall.

If after contacting a customer they find it's impossible to modify their usage pattern to comply with our policy then we will charge a fee of £1 per 1GB (incl VAT) of data used above the fair usage limit. This will also happen if the user ignores our communications regarding their usage. We don't expect this to happen very frequently!

Legal Acceptable Use Policy Using the Internet requires that certain rules are followed. These rules are not laws (which must also be obeyed), but conventions that have developed throughout the Internet to ensure everything runs smoothly. These rules are often informal, and are usually managed by the users themselves (for example, in news groups). However, the Internet only works if the people using it co-operate to use the Internet sensibly. Sometimes the rules change as new exploits or problems occur in the Internet. This Acceptable Use Policy defines the main rules which are sensible to follow, but is by no means a complete list. If these rules are broken, the offending account can have constraints applied (ie. Traffic shaping) or be suspended and/or terminated.



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At the end of the day, it is not about breaking specific rules – it is about being a nuisance on the Internet to the extent that you affect the service we can offer, directly or indirectly.
If you continue to be a nuisance on the Internet we can opt to terminate your contract, and will serve due notice.

Broadband Permanently connected customers that provide their own web servers, email servers, news servers or any other type of servers are totally responsible for those servers and their content. You should ensure that you are aware of any laws regarding the material you are providing, including copyright laws. If you are breaking the law we will co-operate with the authorities, and may also disconnect your service. Please also note that broadband services are a shared service. In fact the whole internet is a shared service. The internet is commercially viable because links are shared. You are expected to make responsible use of the service in light of the fact that it is shared with other users and your actions affect others. You are expected to pick the right tariff for your usage and try and stick within it on average. Having different tariffs for different usage levels allows us to purchase sufficient capacity. If you are on an unlimited tariff, please just be sensible and abide by our Fair Usage Policy.

Broadband Performance. The speed of your broadband connection is subject to a service test. Speeds are not guaranteed and will vary depending on various factors such as proximity to our service core, your internal wiring, whether you are using a wired or wireless connection to your broadband router, broadband network demand and local availability. Your broadband speed will vary dependent on how busy the network is, the speed of the Internet and of the websites you are viewing; the specifications of your own computer(s), whether you are sharing your connection with others in the premises and whether you have any hardware or spyware slowing down your computer. We are not responsible for these.

Copyright It is not really our concern what you do with your internet connection any more than it is the concern of the power company what you do with the electricity they supply. However, we make it a requirement that you do not use the service for anything illegal. This includes copyright violation. We also require you not to do anything that could affect the service we offer to other customers generally, which could include copyright violation if it means any copyright holders try and take action against us. Having said that, there is a due legal process for anyone that believes one of our customers has violated their copyright. It involves the courts and (for criminal breaches) the police. It does not involve us other than where we have to comply with a request from the court or police to give them information. So if you are a copyright holder and believe one of our customers has breached your copyright, it is up to you to follow the correct legal process to take civil and/or criminal action against that person. Please do not contact us on the matter as we are neither the police nor a court.

Abuse Whilst any applicable laws must be obeyed, we do not restrict what you say or how you use the Internet. It is not a breach of our AUP for you to be sent abusive, defamatory or offensive material via email or news – this is a matter between you and the sender. As we do not provide a news service, we do not consider ourselves liable under the Defamation Act for any news postings you make or collect. Our role in such matters is (as much as the law permits) much like the post office, who do not accept liability for an abusive personal letter sent via the post. As a customer you must accept that we are carriers of information with no responsibility for its content whether stored in transit or not. If we are found to be liable for anything you do using the service, you must indemnify us in full. If you are not happy with this arrangement, then please do not take the service. We expect you to take responsibility for your actions. As such, abuse on the Internet is not in itself a reason for suspension of service. However abuse of the Internet is unacceptable. Abuse of the Internet means anything that could affect the operation of the internet, affect the service we can offer to our customers or affect a large number of internet users. This includes any action that could cause our internet feed to be disconnected or restricted, including breaking the acceptable use policy of our peers or causing any sanctions to be made against us. We will, wherever possible, give you reasonable warning of any problems, and a reasonable time to rectify problems before we consider any action (such as suspension of service). In exceptional circumstances this may not be possible. If you have a machine causing problems we will expect you to sort the problem or disconnect the machine within a working day.

Email You should use your email address on all email you send. There are no limits on email sent or received, but bulk emailing of unsolicited advertisements (Spam) is not acceptable. Recent UK legislation may also affect this practice, and if you are in doubt, check with a solicitor specializing in the field. You are responsible for anything emailed from any of your machines. Keep machines virus checked, and remove any viruses found promptly

Free goods In some cases we supply goods free of charge, or supply goods that we continue to own and only rent to you as part of a package, or loan you whilst you buy a service from us.



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If goods are free, or we are not selling you the goods, then the Sale of Goods and Service Act does not apply and neither does the Distance Selling Directive, as we are not selling the goods.

Supply Of Services This document describes the terms which cover the purchase of services by you from us. If buying goods and services at the same time then each is a separate contract. It is in addition to our general terms.

Length of on-going service All of the ongoing services we offer (for example: Internet services; telephone services; maintenance; etc.) are provided for each billing period as agreed (typically monthly, but other billing cycles are available) on an automatically renewing basis. You receive an invoice at (or just before) the start of the period and at that point we have agreed to provide service for the period and you have agreed to pay for service for that period. In some cases this can be adjusted later where there is a notice period of termination, but where there is no notice period we operate on a no-refund basis. I.e. we have made an agreement with you at the start of the period to provide service and be paid for that whole period.

If you do not ask us to terminate service we will start a new period on your next billing date.

Starting service, and minimum terms

When you order service, we will try and provide it as soon as possible unless you say otherwise. If you need a service provided on a specific date, please make this clear with your order. We will then try to provide the service on that date or as close as possible. Service provision dates cannot be guaranteed and the date is not a formal part of our agreement, so we have no liability if we fail to meet a specific date. You will only be billed for each separate service from the date it is in fact provided (even if you are not using it yet).

Your initial bill for an ongoing service will be for at least 28 days service and may be as much as a whole billing period plus 27 days so as to align with the billing cycle. If the service has a notice period, then when you give us notice we will bill (or credit) so that you are charged only for the notice period. Where there is no notice period we operate on a no-refund basis for invoices already issued.

Some services also have a minimum term. If terminating service before the minimum term then you are at that point charged for service to the end of the minimum term (or end of notice period if later).

Once you have placed an order for the service, as a consumer, the Consumer Protection (Distance Selling) Regulations 2000 permit you to cancel that order, with no penalty, within 7 working days of placing the order. However, this only applies up until the point we have provided the service, which may be before 7 working days from placing your order.

In the case of broadband orders (new or migration) we consider one of the services we are providing is one of arranging for broadband to be installed and as such that service is provided once we have submitted the necessary orders to our installers to connect your service and they have accepted that order from us. This will usually be within a few hours of placing your order. Please bear in mind the service may be provided before the point you happen to start using the service. This also applies in the same way to arranging for an installation of a telephone line.

Migrating a service to us In some cases you can move a service from another provider to us. If you do this then you will be terminating the contract you have with your previous provider for that service. We recommend you always check carefully with your previous provider whether you are liable for any termination charges, minimum notice charges, minimum term charges or any other costs as a result of terminating service with them. We are not liable for any costs you have to your previous provider resulting from migration.

How well the Internet service works (Service Level Agreement) We will ensure, with reasonable skill and care, that the service works as we have said it will. If we expect a problem or have to suspend part of the service for some operational reason, then we will let you know in advance if possible – usually via our web site and/or newsgroups, social media or directly via the email address you supply to us. The Internet is a large network of interconnecting computers managed by different organizations. We cannot be responsible for anything not in our control. We will not refund or compensate you for any break in service or any consequential costs that may arise because the service did not work when you needed it. It is also important to note that we cannot guarantee the speed (transfer rate, packet loss or latency) of the Internet. In some cases (such as broadband) the speed of the link to your site is measured at your modem/router, but this speed is subject to other factors and contention, within the carrier network and the Internet itself. Such matters are beyond our control and as such we accept no liability.

Demarcation We provide our service to your premises usually terminated in a managed router. At time of installation we will confirm the service is working as expected on our device and will supply you (or your iT representative) with relevant information to connect your devices and/or network. However, we will not be responsible for configuring your internal equipment/network.

Fixing faults. Faults can be within our equipment or within back-haul networks or lines that we contract suppliers to provide to us. Internet service faults can be outside our control. Our suppliers for some lines aim to rectify faults within 40 hours but we do not guarantee this. We will endeavor to arrange for faults to be rectified as quickly as possible and follow all escalation procedures as appropriate with suppliers. We will try to rectify faults in a timely manner whilst minimizing disruption to other network users. In order to do this, we will carry out, where possible, maintenance and repairs outside peak usage periods, but do not guarantee to do so. You will have to co-operate with our support staff and carry out simple steps. If equipment is supplied as part of the service (e.g. a modem/router) you must be prepared to test using that equipment even if you normally use something else. If



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you don't help us do these basic checks then the fault repair process stops waiting for you, and you continue to be liable to pay for the service even though it is not working. If an engineer is arranged, you have to ensure that he has access during the agreed time slot. You must also follow any directions we give you in dealing with the engineers. Failure to do so could mean that we are charged when we would not be, and in such cases we will pass on these charges to you. If, after notifying us of a fault, we are unable to rectify the fault after 5 working days you may opt to terminate service. If you do so within 14 days of reporting the fault we will refund pro rata the amount charged for service for the period from date the fault was reported, and not charge the normal notice period or cease charge. This is your full recourse for us failing to fix a fault promptly. This does not apply where service is suspended for a breach of these terms, and the 5 working days does not include any time whilst we are waiting for you to perform tests or reply to queries.

Filtering Internet Access We don't provide a filtering service (as standard), to restrict or limit access to anything on the Internet. When you take services from us you are opting out of any filtering services. The Internet has a lot of good and useful things, but it also has a lot of unpleasant and offensive things. Don't blame us for what you find on the Internet.

Restricting, Suspending and Terminating service

If you have not paid us within the terms or are in breach of any other terms or our acceptable use policy, then we may take steps to restrict, suspend or terminate your service as we see fit. Restriction of service means that we make some parts of the service unavailable or operate at a lower speed. This would normally only be done where the restriction will help reduce the effect of some breach of terms (such as a breach of our acceptable use policy). Suspension of service means that we stop your service working, however, we still have the service available to be resumed quickly. Before resuming service we will normally require you to bring your account fully up to date (pay us), or make assurances that a breach of our acceptable use policy has been addressed (e.g. virus checking your computers).

Termination of service means we stop supplying your service completely. At this point you are no longer liable for further ongoing charges, but must still pay any outstanding invoices, minimum term charges and any termination charges that apply. If you wish to reconnect after termination you will have to ensure your account is up to date, and pay any connection charges that apply and may have to wait for several days before service can be reconnected.

Abuse of the Internet Our Acceptable Use Policy specifies the rules you must follow. The service can be suspended or terminated without refund, if you do not follow the rules in the AUP, at our sole discretion. We will try to give you a warning of any issues relating to the AUP and an opportunity to rectify such problems to continue service – however severe breaches may result in immediate suspension without advance warning.

Liability for use of the Internet We provide a service which allows information to be passed to and from your computer systems. In using the service you must accept that we have no responsibility for the information carried, even if it is held on our servers in transit (for example as news or email), or is placed on our servers (such as web pages, and bulletin boards). If you take offence to any information you receive, you should take up the matter with the sender, or choose not to receive the information (e.g. to not visit offending web sites, etc). We will also co-operate with the police or other authorities in providing information to trace any criminal offence that may be committed via our services. You must take responsibility for your use of the Internet. If anything you do, or fail to do, results in any liability for us, then you will compensate us completely. This includes any liability for anything you place on any of our servers (e.g. web, email, news). This includes compensation for all consequential losses, loss of time, loss of reputation, loss of future or expected profits, etc, as well as any fines or consequences imposed on us or our Directors and company officers or staff personally, if we or they are found liable for your actions or inaction.

Who can use the Internet service The service is provided to you as the customer, but you can provide Internet access service to third parties if you wish. You remain responsible for all charges for usage of the service, whoever uses it. If you provide services to someone else, even if free of charge, you may become a Communications Provider as defined by the Communications Act, and this will change some of the aspects of the contract you have with us. Please tell us if you are a communications provider so that we can correctly record your legal status. You must ensure that any passwords we supply for use with the service are kept confidential, and must notify us immediately if you realise they have been compromised. In any event, you are responsible for all those that do make use of the service using your connection, account or domain, in any way that could adversely affect Husky Networks (Labtech Systems Ltd), and we advise that you ensure all users are aware of these terms and the acceptable use policy.

Changing the service We have a policy of continuous improvement, and may, from time to time, add, modify or remove parts of the service. We may temporarily disconnect service for system maintenance or to make changes to the service we provide. We will not pay any compensation for such changes even if they



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require periods of service suspension. In order to do this, we will carry out, where possible, maintenance and repairs outside peak usage periods, but do not guarantee to do so. If the changes we have made substantially affect the usefulness of the service, you may request that the contract be reviewed. If we make a change that requires any change to the configuration of your computers or systems, then you are responsible for making those changes in order to continue using the service. Where possible we will allow the previous configuration of your system to operate at the same time as the new configuration, for a period of time. This will allow you to make necessary changes within a reasonable time period. You may be allocated IP addresses for use of the service. These do not belong to you, but we may register your details with IP management authorities (RIPE). We may change your allocated IP addresses for operational reasons and you must make or arrange the necessary changes at your site to accommodate such changes at your cost. Some services, such as broadband, are sold as shared services. We require customers to make responsible use of a shared service, We reserve the right to manage the way in which the service is shared to ensure the best operation for our customers as a whole.

Third party terms In provision of the service you may be bound to terms of third parties. This is because some of the contracts we enter in to require us to impose terms on those using the services. In some cases a separate contract is formed between you and a third party – e.g. a domain registration, where we act simply as an agent in registering a domain.

Agents Anyone buying services from us for use by someone else (e.g. an IT consultant) must ensure the end user is aware of, and bound by, such third party terms by which we are bound. Such persons must also adhere to the principles of any code of practice (e.g. OFCOM broadband migration CoP) in the same way we would, passing on any requests to us promptly. For example, in the same way we work, any such person may not withhold a migration code for broadband or refuse an IPS tag change for a UK domain just because money is owed to them by the customer. If they do, then we reserve the right to deal directly with their customer in such matters.

Termination Terminating your service is stopping providing the service after we have started providing it. Stopping an order before we have provided it is cancellation and described below. Note that we may have started providing a service before you have chosen to start actually using it. Some services have a notice period for termination (e.g. 30 days). You can order termination and we will aim to provide services to the end of the notice period. Even if service is stopped before the end of the notice period (e.g. migrated away or because phone line stopped on broadband service) charges still apply to the end of the period. If you give us notice when you have already been invoiced for service beyond the end of the notice period we will credit that extra charge. If you terminate service without notice (e.g. terminate phone line for broadband) then that is taken as giving notice at that point and a charge for the notice period applies. If you request a migration code then that is giving notice. If you do not use the migration code then charges resume and service continues. Some services also have a minimum term. If terminating service before the minimum term then you are at that point charged for service to the end of the minimum term (to end of month plus thirty days). Terminating a broadband service that transverse third party networks could mean that it is several days before another ISP can provide a service. If you terminate the associated phone service then the broadband will be terminated – we get no advance notice of this from the carrier and we have no option to cancel this, even if you manage to stop the phone line cease going through. If you have an associated telephone service which we provide that is also terminated when you cease your broadband.

In some cases there is also a charge for disconnecting a service. This is available on request.

You have to tell us when to stop Because you have to pay for on-going services until you ask us to stop, it is important to ensure we have received and actioned your request to terminate. If you ask us to terminate service then it will be for you to prove that we received and actioned your request in the event of a dispute. Normally this is not a problem, but if we have not actioned your request and you cannot prove we said that we would, then charges apply based on the date we did finally receive your request. This is particularly relevant if you post a request to terminate an on-going service. We recommend that any termination request be made in writing via email – we will endeavor to respond within two working days.

Important If you cannot show we received and actioned your request to cease a service you still have to pay until we do. If you continue to receive invoices and pay them for a service you think you have ceased, this is taken as confirmation that you accept that you did not, in fact, cease the service, and so they will not be refunded. You have to dispute invoices promptly. If you want to leave our service, and are connected via a PSDN over-laid service, we recommend that you migrate service to another provider if possible, rather than terminating as this avoids costs and delays.

Data Protection In some cases, contact details for fixed IP address assignments may be published in the RIPE database and can be checked via <http://www.ripe.net/>. Contact details for domain registrations may be published on various whois servers by the registry.



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It is a formal condition that you accept that such details may be published and fully indemnify us against any claim related to publications of such details. Where practical we will co-operate with your requests to publish alternative or restricted contact details.

Firewalls Connecting to the Internet, by whatever means, means that your computer is part of a world-wide network of computers. It is possible that your computer is providing file shares, or other services on the Internet connection which may allow it to be hacked. You are responsible for the security of your computers. We are not responsible for any breach of security via the Internet. We recommend you ensure your machine is configured correctly, or has firewalled software or a separate firewall to protect you from the Internet. This is particularly important if you have an 'always on' connection.

Network attacks There may be cases where traffic to your service is caused by a third party, which may be some sort of denial of service attack against you or making use of your equipment by some means to cause problems for someone else. Such attacks are rarely targeted at you without some cause. Use of your computer systems or routers to cause other people problems is usually only possible if you have systems that allow this or that are not suitably protected. In any case you are liable for all usage charges related to your service, even if these relate to packets sent to you that you did not want, or packets sent from your systems as a result of compromised computer systems, viruses, etc. This is an unfortunate side effect of the fact that we provide an unfiltered service to you.

We will try and advise you of any unusually high usage by email or other means, but cannot guarantee to do so. We may also be able to offer advice on configuration of your network, within reason. We will try and help you diagnose the cause of any problems while they are happening if you ask. It is important to realise that, even if we supplied equipment you are using and even if we configured it, the Internet changes over time. What may be normal practice now can become a means to create a denial of service attack in the future. You are responsible for all use of your connection however it is caused. If we detect a denial of service attack directed to your line we may suspend that line for a short period to cause the attack to give-up, or take other action as we deem appropriate at the time. In rare cases we may filter traffic to or from the Internet to protect our network and customers, as we see fit. We may publish details of any such actions and will always provide details on request.

Schedule of Services

..... (service type) to be provided at installation address as provided by Customer below, to have a maximum line capacity of Mbps Down andMbps Up (subject to above T&C's), for a minimum period ofmonths, beginning from All subject to Technical Survey and Installation cost of £

Payment The Customer agrees to visit GoCardles.com and complete a Direct Debit mandate in response to request which will be sent to@.....email account. For the sum of £..... /Month (subject to price variation as described above)

Confirmation:

I/we understand and have agreed that the above schedule of services subject to the T&C's is to be provided by Husky Networks, operating as a department of Labtech Systems Ltd at the prices and minimum period stated.

SIGNED FOR AND ON BEHALF OF (Company)

Name (and capacity)

(A person duly authorized to enter into contracts on behalf of customer)

Date.....



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Installation Address

Company:
Address:
Town:
Post Code:
County:
Tel No:
Contact:
Email:

Billing Address (if different)

Company:
Address:
Town:
Post Code:
County:
Tel No:
Contact:
Email:

On-site Contact details

Contact No1
Name
Mobile
Email:
Other

Contact No2
Name
Mobile:
Email:
Other