

AGREEMENT FOR THE SUPPLY OF INTERNET SERVICES

Business Contract

This Agreement is made on _____ ("the Effective Date") between the Parties:

- (1) **Wurzel Ltd** trading as **Wurzel** ("We, Us, Our") whose registered office is at The Old Coal Yard, Gagingwell, Chipping Norton, OX7 4EF a Company registered in England number 09114154. VAT registered number 203 6554 32.
- (2) _____

Background

- A. The Parties intend this agreement to be binding on them and their successors.
- B. This Agreement sets out the principal agreement and conditions and describes the Parties' mutual rights and responsibilities.
- C. For the avoidance of doubt, Schedule A forms an integral part of this Agreement and is not to be construed independently of it or any of its clauses.

Definitions

1. **"Uptime"** means a viable and functioning broadband connection.
2. **"Premises"** is the address described in (2) above, unless otherwise described in an appendix to this Agreement.

Commencement

This Agreement begins on the Effective Date and ends in accordance with the provisions of the **Termination** clause below, and shall run for a minimum period of _____

Your obligations

- 1 You shall pay us the set up and installation charges set out and more fully described in **Schedule A**.
- 2 You shall pay us a monthly fee of _____ exc. VAT at the prevailing rate (currently 20%) i.e. including VAT.
- 3 The payment set out in "2" above shall be made in advance on the 1st working day of each month to be taken by direct debit 3 days following the invoice date.
- 4 You must notify us of any drop in speed or outage within 48 hours of its occurrence and allow us or our sub-contractors access to your Premises (on reasonable notice to you) to rectify any defect in the installation.
- 5 You must allow us up to 14 days to remedy any defect which is within our ability to rectify.
- 6 From time to time we (or our agents) may require access to your Premises (for example, for repairs, maintenance or upgrades). If access is required, we will give you advance notice and, so long as appropriate identification is shown, you will allow us access. We will meet your reasonable requirements, and you must meet ours, concerning the safety of people on your Premises.
- 7 If you suspect that any network security has been breached you must contact us immediately.
- 8 If any of the information that you provide when signing up for the service, including any changes to your payment details, is changed you must inform us immediately.

9 We will not be held responsible for data loss. It is your responsibility to have a proper backup process, and (at your discretion) to insure against such loss.

10 You must pay the charges for any equipment you purchase from us and the service as set out in the order form.

11 On going payment charges will be taken monthly in advance on the first working day of each month depending on your particular banks processing time by direct debit.

12 We reserve the right to raise an 'Abortive Visit Charge' of up to £300.00 plus VAT in the following cases:

- when entry to your Premises is refused, or no access can be gained, at the appointed time as agreed between you and us;
- when you report a fault, and an engineer visits your Premises, and discovers the fault is not our responsibility.

13 You must take all reasonable precautions to ensure that nobody (including you) misuses the service in any of the following ways:

- fraudulently or in connection with a criminal offence;
- to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene, menacing; or is in breach of copyright, confidence, privacy, or any other rights;
- to cause annoyance, inconvenience or needless anxiety;
- to spam or to send or provide unsolicited advertising or promotional material or knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- in any way which, in our opinion, is or is likely to be detrimental to the provision of the service to you or any of our customers;
- in an unlawful manner, in contravention of any legislation, laws, licences or third party rights, or in contravention of our acceptable use policies;
- in a way that does not comply with any instructions we give to you.

14 You may not redistribute our Internet service or equipment to a third party, this includes file sharing.

15 We may make software available to you that enables you to use the service. This software must not be copied or modified by you or anyone else unless allowed by law. It is important that you access the service only via use of this software, or in an alternative way permitted by us, and you must not attempt to circumvent any security measures inherent in the service.

16 The service we supply you, and any associated software, is intended for your use only. Therefore, the service (or any part of it) or the associated software, must not be re-sold, transferred, assigned or sub-licensed to anyone else.

17 The service enables you to access the Internet. The Internet is separate from the service, and use of the Internet is at your own risk and subject to any applicable laws. We have no responsibility for any goods, services, information, software, or other materials which you may obtain when using the Internet.

Our obligations

- We will provide you with Broadband access to the Internet at your Premises only.
- We will be responsible for installing and setting up the necessary hardware and software to enable us to fulfil our obligations under clause "1" above.
- We will ensure an uptime in excess of 99%.
- We will ensure that you receive a Broadband service with average speeds of
- We may alter settings of equipment at your Premises from time to time in order to maximise the network capability.
- We may need to temporarily suspend the service for operational reasons (e.g. for planned maintenance, repairs or upgrades), in which case we will give you as much advance notice as possible. We will use our best endeavours to restore the service as soon as possible after any suspension.
- We may need to alter code or access details or technical specifications associated with the service for operational reasons. When we need to do this we will give you as much notice as is reasonably possible.

The Parties' mutual obligations

- 1 Both Parties will ensure strict compliance with all relevant Health and Safety legislation at all times.
- 2 The Parties agree to keep confidential, unless required by law or agreed by the Parties, any information which could be commercially sensitive if disclosed to third parties, specifically to keep confidential the commercial terms of this Agreement, and not to provide third parties with a copy of this Agreement.

Force Majeure

Neither Party is liable for failure to perform its obligations under this Agreement, except with respect to payment obligations, solely caused by:

- a) unavoidable casualty,
- b) delays in delivery of materials,
- c) embargoes,
- d) government orders,
- e) acts of civil or military authorities,
- f) acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or
- g) any similar unforeseen event that renders performance commercially implausible.

If an event of Force Majeure occurs, the Party injured by the other's inability to perform may elect one of the following remedies: (a) to terminate this Agreement in whole or in part; or (b) to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The Party experiencing the force majeure circumstances shall cooperate with and assist the injured Party in all reasonable ways to minimize the impact of Force Majeure on the injured Party, which may include locating and arranging substitute services if necessary.

General

- 1 All equipment supplied by us, whether hardware or software, shall remain our property. We reserve the right to remove our hardware/software from your Premises if you do not renew your Agreement.
- 2 We use standard industry security protocols, further details of which will be provided on request. If we consider that there is likely to be a breach of security, or misuse of the service, we may change your access key remotely. We will notify you if we do this and give you the reason.
- 3 Notices from either Party may be delivered by email or Royal Mail 1st class post.
- 4 Notices to us, if sent by post, must be addressed to Wurzel Ltd, The Old Coal Yard, Gagingwell, Chipping Norton, OX7 4EF
- 5 We reserve the right to mesh our network from your property to other properties and relay points to improve reliability.
- 6 The Parties agree that Wurzel Ltd cannot be held liable for any consequential loss or damages, which may arise due to the failure of Wurzel Ltd to provide Broadband access to the Internet at your Premises.
- 7 In line with our policy of continuous improvement Wurzel Ltd reserves the right to amend this Agreement and the services provided where such an amendment is considered to be an improvement in service or terms. Where in its sole discretion this is not the case, then Wurzel Ltd would give 90 days notice of the amendment, or another period of notice as it decides is appropriate to the amendment.

Termination

- 1 This Agreement shall renew automatically at the end of every 24 month period from the Effective Date ("the auto-renewal date") unless you or we give notice to the other that it is to end, such notice to be given at least 28 days before the auto-renewal date.
- 2 This Agreement shall terminate automatically:
 - a) if either Party commits a breach or breaches of the terms of this Agreement; or
 - b) if we, in our absolute discretion, give you notice of termination in writing.
- 3 If after termination of this Agreement, you want us to re-connect the service then, subject to us agreeing to, we will charge you a reconnection fee of up to the cost of your installation, in addition to any other costs agreed between us.

Other

- 1 In the event of any dispute arising in relation to this Agreement or any of its clauses, the Parties will first negotiate in good faith to resolve it. If such negotiations do not resolve the dispute within 28 days, the Parties shall try to resolve the dispute using mediation, arbitration, or alternative dispute resolution. Only if these dispute resolution methods fail will either Party be entitled to commence Court action.
- 2 This Agreement shall be construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.
- 3 No third party is entitled to enforce any term under this agreement under the Contracts (Rights of Third Parties) Act 1999.
- 4 Wurzel Ltd are committed to protecting your privacy. We may collect information about you for three reasons: (1) to process your order or enquiry; (2) to learn about our customers, and thus continually improve the service we provide; and (3) to correspond with our customers and to advise them of our products and services.

The type of information we collect about you may include: Your name; Your address and telephone number(s); Your e mail address; Your credit card details or other payment information you have provided to us.

We will not share any of the information listed above with outside parties, such as delivery agents and suppliers of goods and any other relevant third parties, except to the extent necessary to administer your agreement with us and deal with any queries that may arise, however we may use information for the purposes set out above and for statistical analysis, internal accounting and records purposes. We will not e mail you without your consent. Under the Data Protection Act you are entitled to a copy of the information we hold about you. If you would like a copy of this information please contact us, however, please note that under the Data Protection Act we may charge £25 for this service. You may contact us by writing to Wurzel Ltd, Oathill Farm, Enstone, OX7 4ED and we will do everything we can to help you.

I have read and understood the terms of this Agreement.

Signed on behalf of Wurzel Ltd:

Sign name:



Print Name: Edward Catling

Position in company: Director

Date:

Signed by the Customer:

Sign name:

Print Name:

Date:

**Schedule A
(Set up and installation charges)**

| | |
|---|---------------------|
| Supply and connection of connectivity hardware. | £0.00 (ex VAT) |
| Net total: | £0.00 |
| VAT at the prevailing rate (currently 20%) | £0.00 |
| TOTAL: | <u>£0.00</u> |