

Interweb Design Limited (trading as Inweb Networks)

Terms & Conditions for Telecommunications Services

Definitions

Act means the Telecommunications Act 1984 and includes any amendments to the act that may be made from time to time.

We/Us means Interweb Design Limited hereinafter "Inweb". Customer means the person, partnership or company in contract with Interweb Design Limited direct or via an agent where applicable.

Service means the service or services requested by the customer and to be provided to the customer by Inweb.

Agreement means this agreement entered into by and between Inweb and the Customer and is subject to the terms herein and any acceptable usage policy referred to in this Agreement

1) Duration

This Agreement shall come into force and effect from the date of acceptance by Inweb as indicated by the customer order date and shall continue unless terminated by Inweb subject to section 10 of this Agreement.

2) Use of Service

2.1) Inweb shall provide the Service to the Customer subject to availability and shall exercise all due care in the provision and maintenance of the Service to provide high quality and reliability.

2.2) All information relating to the Customer collected by Inweb in the course of providing the Service shall remain confidential between the Customer and Inweb, subject only to the permitted users of that information under the Agreement or as may be required under the Act or any other regulations relating to the Service and except that Inweb at its sole discretion may use data about use of the Service by the Customer as part of any report or publication without revealing the identity of the Customer.

2.3) The Customer undertakes to use the Services in accordance with the conditions set out herein and such variations as may be notified in writing from time to time to the Customer by Inweb and in accordance with the Act or any other regulations relating to the Service.

2.4) The Customer shall indemnify and hold harmless Inweb against all liabilities, claims, losses, damages or expenses arising directly or indirectly or in any way associated with any use of the Service by the Customer or provision of the Service by Inweb - this is to say that no claims will be entertained for loss of the service nor will we be held responsible for misuse of the service by customers.

2.5) The Customer shall not use or allow use of the Service in any matter or for any unlawful or offensive purpose.

2.6) The Customer shall notify Inweb immediately upon becoming aware of any failure or malfunction in the Service.

2.7) Inweb shall correct any failure or malfunction in the Service as soon as is reasonable practicable.

2.8) The Customer recognises that the Service is not guaranteed to be continuous and that there may be periods of time when the Service is unavailable for operational or other reasons.

3) Provision of Information

3.1) The Customer undertakes to provide to Inweb free of charge and in full co-operation any information reasonably required by Inweb in order to fulfil its obligations under the Agreement.

3.2) Inweb shall at its sole discretion use this information for any credit reference or debt collection purpose including disclosure to and use by its agents acting on its behalf.

4) Liability & Compensation

Inweb shall have no liability whatsoever to the Customer in contract, tort or otherwise, for loss of goodwill, revenue, anticipated savings, profit or for any direct, indirect or consequential financial loss howsoever arising. Your statutory rights as a consumer are not affected by this. The Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999 state that liability cannot be excluded for death or personal injury.

Date Date

Printed Name Printed Name

Company Name Position

Position..... Signed on behalf of Inweb.....

Signature.....

5) Payment

5.1) The Customer shall pay for the Service according to Inweb's tariff as amended from time to time. In the event that the Service has a negative cost, Inweb will pay the Customer for the cost of the service according to Inweb's tariff as amended from time to time.

5.2) Usage charges payable by the Customer shall be calculated by Inweb according to data recorded by Inweb.

5.3) Inweb shall invoice the Customer monthly in arrears for use of the Services and for any standing charges agreed in writing, the Customer is required to maintain the account in credit at all times. In the event of the Services having a negative cost, the Customer shall invoice Inweb monthly in arrears not earlier than the first day of the month following the month to be billed.

5.4) All sums due under the terms and conditions of the Agreement are exclusive of Value Added Tax and or any other taxes applicable at the appropriate rate, such taxes to be paid by the Customer.

5.5) If the Customer's account should become negative due to call volume exceeding available funds, Inweb reserves the right to suspend services until such time as funds are deposited in the Customer's account.

5.6) In the event that the Services have a negative cost, Inweb will settle the customer invoice in 30 days or on the 14th of the month following the month following the month in which the Customer invoice is received whichever is the later. Inweb reserves the right to deduct errors and omissions amounts that ICSTIS has requested to be withheld or deducted items retained by A1 retention from BT or other carrier and any money due to Inweb for positive cost services on the same account number.

6) Suspension of Service

6.1) In the event that the Customer in breach of the Agreement, provision of the Service to the Customer may be suspended forthwith by Inweb without liability to the Customer and until further notice.

6.2) Suspension of the Service will entitle Inweb to payment on demand of all amounts owed by the Customer under the Agreement whether already invoiced or not.

6.3) The Customer shall pay Inweb all reasonable costs associated with such suspension.

7) Usage

Where any number remains unused for a period of 24 hours after the time of subscription, or for a duration of 8 weeks following its last use, Inweb reserves the right to withdraw the number and make it available for use by another party. In this event, the customer accepts that they will be invoiced for any outstanding balance on the account whether they have received an earlier invoice or not

8) Number Portability

Where a number is a part of a number range that Ofcom requires portability, Inweb will port the number to another provider subject to the receiving operator accepting the current porting charges available on request and subject to the receiving operator accepting the ported number.

9) Queries and problems:

Customers have access to contact information regarding the service. E-mail, telephone, fax and postal addresses are made available on the Contact page of this site.

10) Termination

10.1) Without prejudice to their rights under the Agreement expressed or implied the Customer or Inweb shall have the right to terminate the Agreement in the event that the other party is in default either in observation of or in performance of its obligations under the Agreement and in the case of rectifiable default fails to rectify the default within a reasonable time specified by the non-defaulting party in writing.

10.2) Without prejudice to their rights under the Agreement expressed or implied Inweb may terminate the Agreement in the event that a liquidator, trustee in bankruptcy, receiver or administrator is appointed in respect of the assets and/or business of the Customer or if the Customer is deemed insolvent according to the Insolvency Act 1986, or if any licence under which the Customer operates its business is revoked, amended or ceases to be valid.

10.3) Without prejudice to their rights under the Agreement expressed or implied Inweb may terminate the Agreement in the event that its licence under the Act is revoked.

10.4) Either party may terminate this Agreement providing not less than 30 days written notice following the minimum contract term. All outstanding invoices are to be settled within 30 days or the 14th of the second month following the month the relevant calls were made whichever is the later.

Date Date

Printed Name Printed Name

Company Name Position

Position..... Signed on behalf of Inweb.....

Signature.....

11) Assignment

Either party shall have the right to assign, delegate or otherwise deal with their rights under the Agreement in part or in whole.

12) Entire Agreement

The Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all price agreements, representations or understandings by either party whether oral or written.

13) No waiver

Failure by either party to exercise or enforce any right conferred by the agreement shall not be deemed to be a waiver of any such right nor operate as to bar the exercise or enforcement thereof or of any other right on any later occasion.

14) Notices

Any notice, invoice other document which may be given under the agreement shall be deemed to have been duly given if sent to the address shown on the application form.

15) Force Majeure

Neither party shall be held to be in breach of its obligations under the Agreement, save for obligations to make payments under the Agreement, to the other party for any loss or damage which may be suffered by the other party due to any cause beyond the reasonable control of the first party including but not limited to my act of God inclement weather failure or shortage of power supplies flood drought lighting or fire, strike, lock-out, trade dispute or labour disturbance, act or omission of Government authorities other telecommunications providers, war, military operations or riot.

16) Governing Law

The Agreement shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts. This is a standard Terms and Conditions document as supplied by Inweb, and does not affect your statutory rights as a consumer. Inweb reserve the right to amend these conditions without prior notice. Acceptance of service by the customer will be receipt of their number and/or any use made of the service. This implies that the customer has also accepted these terms and conditions and is aware of their content.

Date	Date
Printed Name	Printed Name
Company Name	Position
Position.....	Signed on behalf of Inweb.....
Signature.....	