

Internet For Business

Telecom Services Terms and Conditions

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1. Definitions

In this Contract unless the context otherwise requires:

Bandwidth means the rate that data can be transferred, typically measured in bits per second, between the Internet and the Client via the Connection. This can only be guaranteed between IFB's network and the Client.

Charges means the charges as agreed on the IFB proposal document or IFB Service order form for products and services requested or incurred during the Contract period.

Client means an organisation or individual with whom IFB makes this Contract and is identified with his authorised signature on the Service Details Section as a party to this Contract. This shall include a person appearing to IFB to act with that Clients authority.

Client Equipment means any equipment, including any software, for use with the Service that is not part of BT's network and which is owned or controlled by the Customer.

Content means applications, data, information, video, graphics, sound, music, photographs, software or any other material.

Contract means the contract between IFB and the Client incorporating these conditions and the accepted IFB proposal document.

Document means the IFB generated proposal document on which the service provision has been agreed between IFB and the Client. The proposal document may be a hard or soft document and will carry an IFB Job reference number.

IFB means Internet For Business Limited, incorporated in Scotland, company Number 159601 and having its registered office at 387 Union Street, Aberdeen AB11 6BX.

Internet means the global data network comprising Internet connected networks using TCP/IP (Transmission Control Protocol/Internet Protocol).

Minimum Period means the intended minimum period over which the Service will be provided as stated in the proposal document or order form, and measured from the Service Start Date.

Normal Business Hours means Monday to Friday between the hours of 9am and 5.30pm.

POP means a Point of Presence and normally indicates the nearest or most suitable IFB network location used to connect your Site to our network.

Service means the telecom service ordered by the client; analogue line, ISDN2, ISDN30, FeaturePlus, SIP trunks and associated telecom services.

Service Start Date means the date on which the Service is first made available to the Client. This may sometimes also be referred to as the Operational Service Date.

Site(s) means the Client location or locations at which IFB delivers services for the Client. These may be identified by a permanent postal address or, in the event of a not fixed user, as a mobile user account.

Teleco(s) means IFB's telecom service provider; British Telecom, Gamma Telecom or Thus.

Teleco Equipment means any equipment, including any Software, owned or controlled by the Teleco and placed on the Site to provide the Service.

VoIP means telecom services which are provided via Internet connectivity; FeaturePlus and SIP trunks

Working Days means Monday to Friday and excludes public holidays.

2. Service Commencement and Provisioning

The Service, unless otherwise agreed shall be provided for a minimum period of twelve (**12**) months which shall commence upon the service live date, usually when the service installation is deemed as being completed by the teleco.

Service Provision Timescales

Estimated delivery dates (EDD's) for service provision are detailed below, these are only estimates and can be extended by Teleco workload or if the installation requires additional engineering work. VoIP telecom services are dependent on suitable internet connections already being in place and configured correctly to carry the VoIP traffic.

Analogue Line – 10 working days
ISDN2 & ISDN30 – 20 working days
FeaturePlus – 2 working days
Hosted Voice - 20 working days
SIP Trunks – 15 working days

EDDs are to be treated as an estimate only and IFB accepts no liability for teleco failure to meet such dates. IFB will provide service provision updates by email as and when new information is made available by the teleco.

Site Preparation, Access and Installation

The Client agrees to prepare the Site according to any instructions the Teleco may give and to provide the teleco with reasonable access to the Site for the purposes of installing the service. The Client agrees to provide at its expense a suitable place and conditions for teleco equipment and, where required, a continuous mains electricity supply and connecting points.

The Client will obtain any permission needed for the teleco to install their equipment on the Site.

The Client and the teleco will meet each other's reasonable safety and security requirements when on the Site. The Client and the teleco agree to look after each other's equipment on the Site. If the Client or the teleco damages the other's equipment it must pay for any repair or replacement needed. This does not apply where the damage results from normal use.

The Client will be responsible for making good the Site, after any work has been undertaken by the Teleco at the Site, including putting items back and for redecorating.

3. Changes to Call Tariffs and Service Charges

IFB reserves the right to update call tariffs and service charges at any time and will publish these changes either on-line at www.ifb.net or by email to individual users at least 1 month before the change takes effect.

4. Faults and Repair

The Teleco will try to provide an uninterrupted service, but the Client understands and agrees that from time to time faults may occur.

If the Client reports a fault to IFB by email or by phone this will be dealt with as per IFB's standard troubleshooting processes. IFB will raise all faults with the relevant Teleco once the Client has assisted in the process of identifying if the fault is on the Client owned hardware, cabling or Internet service.

If the Teleco agrees to work outwith normal business hours at the Clients request or if the Client reports a fault and the teleco finds there is none or that the Client has caused the fault, the Teleco may apply a charge which will be invoiced to the Client by IFB.

IFB will ensure that the Client can contact (by telephone through automated attendant or email) an Engineer for general troubleshooting help during Normal Business Hours.

Exclusion of Liability

IFB will not be held responsible for the malicious damage or vandalism caused by third parties or acts of god, though it will use its reasonable endeavours to re-establish Services that are made unavailable through such acts.

IFB will not be liable for a failure in service caused by Client issues including but not limited to:

- Power failure at the Client site affecting IFB or Teleco equipment
- Malicious uses of Service by Client employees or authorised third parties
- Vulnerabilities in the Client's physical and digital security policies

Scheduled Maintenance Policy

IFB and the Teleco are constantly investing in the positive development of their networks and while these networks are designed to have layered resilience it may be necessary to perform required maintenance, upgrades and development work from time to time.

Localised components to the Service may need to be brought out of use during scheduled maintenance windows. There may also be a need to bring elements of the network out of service in emergency circumstances.

IFB and the Teleco endeavour to conduct these improvements with minimum disruption to all our Client's Services by implementing the following policies:

- Any work that may temporarily reduce the efficiency of the Service will be actioned out of hours and we will endeavour to restrict this to between 03:00 and 05:00 on Tuesdays and Thursdays
- We will work and liaise with manufactures to ensure any changes or upgrades are tested prior to deployment
- We will notify clients 14 days in advance of implementing any scheduled works
- We will provide the Client's 24 hour contact with as much notice as possible of emergency works

Operational changes

Occasionally, for operational reasons, including the provision of service enhancements and/or software upgrades, the Teleco may change any codes or numbers given to the Customer, the performance or functionality of the Service, or the way the Teleco provides the Service, provided that any change to the Service or the way the Teleco provides the Service does not affect the performance or functionality of the Service to the Customer's significant detriment.

Site access

The Client shall allow any employee or agent of IFB or the Teleco, on production of appropriate authorisation, access to the Client Site as set out in the Service Details section at Clause 18 at all reasonable times for the purposes of installing, maintaining and providing the Service.

If IFB agrees any subsequent change in Service, this Contract is to be treated as varied accordingly following a written variation signed by both parties.

5. Regulations and Use of the Service

Any Customer Equipment must be:

- (a) technically compatible with the Service and not harm the Teleco's network or another customer's equipment;
- (b) connected using the applicable Teleco network termination point, unless the Customer has the Teleco's permission to connect by another means, and used in compliance with any relevant instructions, standards or laws; and
- (c) adequately protected by the Customer against viruses and other breaches of security.

The Customer will not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with any Teleco Equipment.

6. Numbers

The Customer does not own any number or have any right to sell the number related to the Service.

7. Content and Misuse

The Client will use all reasonable endeavours to ensure that the Service is used in line with, or includes content that conforms to Scottish Law and will not knowingly permit any illegal use or such use that will bring the IFB network into disrepute. The Client must not, nor knowingly allow any other person to use the Service:

- To send or receive any material which the Client knew to be offensive, abusive, indecent, obscene or menacing
- Which breaches confidence, copyright, privacy or any other rights
- To interfere with or disrupt other users including, but not limited to, distribution of unsolicited email and distribution of viruses
- To make unauthorized entry to any computers or other Hardware on the Internet
- For the purposes of transmitting "chain letters", "broadcasting" messages to mailing lists or non-consenting individuals, nor any other type of use which will result in congestion of the Internet or IFB's connecting networks, or which could significantly interfere with the connectivity of others
- To cause annoyance, inconvenience or needless anxiety

Where IFB is aware of any such instance IFB will inform the Client immediately and ask for remedial action to be taken to correct any issues. Where IFB suspends Service for contravention of the above conditions, IFB may refuse to restore Service until it receives an acceptable written assurance from the Client that there will be no further contravention.

You specifically agree not to, nor make any attempt to; resell, distribute, adapt, modify, decompile or reverse engineer any software or otherwise discover the; source code, underlying processes, or algorithms of the software used in any part of the service.

IFB may charge the Client to reinstate Services where necessary and may pass on to the Client any legal or third party costs incurred by IFB during the process of suspension.

Unauthorised usage

Subject to timely written notification to Client, IFB reserves the right to suspend the Client's use of the Service if such use is having a detrimental effect upon the Service received by any of IFB's other clients. IFB can refuse to restore Service until it is satisfied that the Client's continued use of the Service will not cause any further detrimental effect.

Internet Access

Where the Service allows access to the internet the Customer understands and agrees that the use of the internet is at the Customer's own risk.

8. Matters Beyond IFB's Reasonable Control

Each Party is not liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of Force Majeure.

This includes circumstances or contingencies beyond each Party's reasonable control which prevent or hinder the performance by them of any of their obligations under the Contract, including war, disorder, national industrial disputes, inclement weather, acts of local or central government or other competent authorities, failure by connected carriers or warehouse services.

Either party may terminate the Contract forthwith on written notice after 30 days disruption through Force Majeure.

9. Liability

IFB accepts liability to the extent it results from the negligence of IFB and its employees for death or injury without limit. Nothing in this Contract shall limit liability for fraud.

IFB shall indemnify and hold Client harmless from all claims and all liabilities, costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred by, the Client as a result of or in connection with any alleged or actual infringement of any third party's intellectual property rights or other rights arising out of the use or supply of the Service or software.

Neither the Customer or BT will be liable to the other (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for:

(a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the Contract or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or

(a) any indirect or consequential loss or damage whatsoever.

The Customer is advised to obtain its own business continuity insurance.

Except as detailed in this Contract, IFB's total liability to you or any other person (whether in contract, or not, including negligence, or otherwise) under or in connection with the Service or provision of the Software will not exceed the annual fees paid by you for the use of the Service and Software.

10. Suspension of Service

IFB retains the right to;

- Temporarily suspend part of its entire Network for the purpose of repair, maintenance or improvement. Where possible this will be done within the maintenance windows detailed in Section 4 of the Contract but emergency action may not allow for prior notice to be given
- Give or update instructions regarding the use of the Service which in IFB's opinion is reasonably necessary in the interests of safety, or to maintain or improve the quality of Service to the Client. Any such instructions shall, whilst they are in force, be deemed to form part of this Contract in writing
- Vary the technical specification of Service for operational reasons but in keeping with the service specification described within the Document

Prior to undertaking activities as described above IFB will give as much on-line, written (email) or oral notice as is reasonably practicable in the circumstances. IFB will use all reasonable endeavours to restore Service as soon as practicable after any such suspension.

Notwithstanding the terms of the paragraph above, where the technical specification of the Service as a result of any variation carried out under this condition or where IFB is unable to continue to provide the Service in line with this specification is such as to amount to a material adverse change in the Service the Client may terminate this Contract with 30 days written notice.

In such circumstances the Client remains liable for all charges up to the date of termination.

Client default

IFB retains the right to suspend services if the Client:

- Does not pay the charges in accordance with this Contract, or is in material breach of any of the Client's other obligations under this Contract. In this circumstance the client will incur a reinstatement of service charge, payable in advance;
- Is subject to bankruptcy or insolvency proceedings; IFB can (without prejudicing, losing or reducing any other right or remedy) suspend Service, including partially or temporarily by giving written notice, albeit the Client remains liable to pay Charges during the suspension, or IFB can terminate this Contract by immediate written notice.

If IFB is subject to bankruptcy or insolvency proceedings then notwithstanding the terms of this Contract the Client can by written notice to IFB terminate the Contract immediately.

Bankruptcy or insolvency proceeding means bankruptcy proceedings or in Scotland sequestration proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress, diligence or seizure: or if the Client or IFB is a company, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having a receiver or administrative receiver of any assets appointed; the Client continues to be liable to pay all charges, which are due for Service during any period in which the Client does not comply with this Contract. If IFB waives a breach of Contract by the Client, that waiver is limited to the particular breach. Any delay by IFB in acting upon a breach is not to be regarded in itself as a

waiver. IFB reserves the right to suspend the Client's use of the services after giving five (5) working days notice in writing if the Client fails to make payment of any related invoice(s) within the terms of payment defined in the Contract. IFB reserve the right to retain ownership on any related product or Service in the event of non-payment of an undisputed invoice.

11. Billing and Payment

Charges for the Service are as detailed in the relevant IFB order form or proposal document. IFB will bill charges in pounds sterling and the Client will pay all charges in pounds sterling.

The Client is responsible for and must pay the charges for the Service whether the Service is used by the Client or someone else.

IFB will issue all invoices by email to the address notified by the Customer to IFB.

The Client will be liable for charges for the Service from the Service Start Date.

Unless otherwise agreed the Client agrees to pay:

- (a) Monthly in advance for subscription, rental, and other recurring; and
- (b) in arrears for usage. Where possible the charges will appear on the Customer's next bill but sometimes there may be a delay.

All charges are exclusive of VAT which is chargeable at the applicable rate.

Payment is due within 14 days of the invoice date. The Client must pay all charges by direct debit unless otherwise agreed. The Client is responsible for advising IFB promptly of any changes to its bank details that may affect payment of the charges.

Changes to billing requirements after an order has been accepted may incur an administration charge of £47.50 ex VAT.

All invoice disputes must be emailed to IFB's accounts department (accounts@ifb.net) within 14 days of the invoice date.

IFB reserves the right to withhold or suspend any part or all of the Service in the event of non-payment of an undisputed invoice. IFB reserve the right to retain ownership on any related product or Service in the event of non-payment of an undisputed invoice.

12. Escalation and Dispute Resolution

IFB's aim is to provide the best ISP service for our customers, in business and at home. We pride ourselves on the reliability of our service provision and the maintenance of high quality customer support throughout our organisation. To ensure that any complaints will be fully investigated and resolved satisfactorily, we have a clearly defined procedure that is available to all customers and can be viewed at www.ifb.net (Customer Complaints Policy).

If the dispute is not resolved after the procedures detailed in the Customer Complaints Policy have been followed then, if the Customer and IFB agree, the dispute will be settled by mediation in accordance with the procedures specified by the Dispute Resolution Service CISAS (Communications & Internet Services Adjudication Scheme) who will act as an arbitrator.

13. Contract Termination

Unless otherwise agreed, at any time on or after the expiry of the minimum period of the Contract the Service may be terminated by either party on giving a minimum of 30 days notice in writing to the other. The Client shall pay all applicable charges up to the expiry of the notice period.

14. Confidentiality

Neither IFB nor the Client shall share, copy or discuss any information relating to the proposal, provisioning, technology or technical processes underlying or comprised in the Service with any third party unless express permission has been sought and granted in writing by the other party.

This confidentiality clause extends to both parties business affairs and financial information which has been shared during the course of the proposal and contractual relationship.

IFB and the Client understand that all work and discussions with each other shall remain confidential and they shall not at any time, or for any reason, discuss or permit to be disclosed to any third party such information nor otherwise make use of this information without the prior written permission of the other party.

All tender proposals, ideas and designs created by IFB for the purposes of or preliminary to, the Contract are the sole property of IFB and will be held in confidence by the Client.

The foregoing provisions shall not apply to any information which:

- Is in the public domain (or subsequently comes into the public domain) as at the date of this Contract through no fault of the Client nor IFB and not in breach of these terms and conditions;
- Was already known to the Client or IFB on the date of disclosure provided that such prior knowledge can be substantiated and proved by documentation;
- Properly and lawfully becomes available to the Client or IFB from sources independent of either party.

15. Service Alterations

Requests relating to the provision of Service must, unless otherwise agreed, be made or confirmed in writing or by electronic mail by both parties. These should be made to autosupport@ifb.net and depending on the nature of the request may incur charges.

16. Using the Service for Promotional Purposes by IFB

IFB may request the right to use details of the Service in promotional material and shall only use such details if the Client has given its prior written permission. IFB may engage with an authorised third party to produce and manage the distribution of such materials and where this is the case will inform the Client directly of these details prior to any third party contact.

17. Employment of IFB Staff

In the event of the Client, or any of its associated companies, employing (whether for a definite or indefinite period) any member of staff of IFB, who in the preceding 6 months has been engaged in the provision of Services under this Contract to the Client then the Client shall compensate IFB for the loss of its employee to a reasonable figure agreed to between the parties. This figure shall not exceed 5 months of the salary of that employee based on that employees average salary in the preceding 5 months.

18. Law and Jurisdiction

The parties agree that this Contract shall be governed by and construed in accordance with the laws of Scotland and shall be subject to the non-exclusive jurisdiction of the Scottish Courts.

19. Assignment

Neither party shall be entitled to assign all or any part of this Contract, or any rights or obligations therein, to any third party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld or delayed.