

<b>BROADBAND JUNCTION LTD. – CONDITIONS OF BUSINESS</b>	
Edition 4 - in force from 20 April 2017	
NB: definitions are in part 3	
<b>PART 1 – CONDITIONS WHICH APPLY TO ALL CONTRACTS</b>	
<b>1. SUPPLIES BY BROADBAND JUNCTION LTD - GENERALLY</b>	
1.1	All supplies by BROADBAND JUNCTION LTD and any obligations undertaken by BROADBAND JUNCTION LTD are subject to the current edition of these conditions which shall be deemed to be incorporated into every contract made for supplies by BROADBAND JUNCTION LTD.
1.2	When a new edition of these conditions comes into force BROADBAND JUNCTION LTD will inform all customers with whom it has a continuing business relationship.
1.3	BROADBAND JUNCTION LTD shall have a general obligation to use reasonable endeavours to perform all contracts into which it enters.
1.4	Any offer which is made by BROADBAND JUNCTION LTD in the form of either a general advertisement or a specific quotation is subject to the following:
	1 a right of correction in the event of a manifest omission or error including any pricing error
	2 a right on the part of BROADBAND JUNCTION LTD to withdraw such offer either verbally or in writing at any time before it accepts payment and accordingly no contract with BROADBAND JUNCTION LTD shall come into existence until BROADBAND JUNCTION LTD has accepted the first payment which is specified in the offer.
1.5	In the context of the previous condition the following rules apply to acceptance of payment by BROADBAND JUNCTION LTD:
	1 Payments by cash or any instrument which is tendered to BROADBAND JUNCTION LTD are accepted only if BROADBAND JUNCTION LTD agrees to accept them at the time they are tendered.
	2 Payments by any method (including EFT) where BROADBAND JUNCTION LTD has no opportunity to accept or reject the payment prior to it being made are only accepted by BROADBAND JUNCTION LTD when it becomes aware of the payment and agrees to accept it.
1.6	In the event that BROADBAND JUNCTION LTD does withdraw any offer it will immediately refund the whole of any deposit or other prior payment which it has received. Except where a Deposit was non-refundable
1.7	When any supply is physically delivered to a customer the customer has the following obligations:
	1 to check the delivery before signing for it, and
	2 to refuse it if there are obvious signs of severe damage, or
	3 to note against the acceptance signature any damage which is not sufficiently severe to justify refusal of the delivery (Note: Customers should not write 'Unexamined' against the acceptance signature because most carriers will refuse to recognise such a statement.)
	4 to unpack the delivery and check the contents carefully not later than one working day after the delivery and to notify the carrier and BROADBAND JUNCTION LTD of any damage or missing items on the same day
	Failure to comply with this condition may result in the customer bearing the cost of any missing or damaged items.
1.8	When any supply is made in electronic form the customer has obligation to maintain reasonable checks and security controls to enable it to inform BROADBAND JUNCTION LTD as soon as possible if the supply is defective.
1.9	Supplies are at the customer's risk from the time that delivery is effected.
1.10	In cases where a customer is an incorporated body which is a subsidiary of another incorporated body BROADBAND JUNCTION LTD shall be entitled to require a guarantee of the customer's performance from its parent and if such guarantee is not forthcoming BROADBAND JUNCTION LTD shall be entitled to cancel the contract.
1.11	In cases where orders are placed by a person on behalf of a firm, incorporated body, or other entity BROADBAND JUNCTION LTD shall be entitled to assume without making any special enquiry that the person placing the order has the right to do so and the obligation to fulfill the customer's responsibilities in the transaction shall fall upon the legal person on whose behalf the order has been placed.
1.12	Transactions may consist of different types of supply to which different conditions may apply and accordingly the particular conditions which apply to a particular supply shall be determined by the description of that supply in the contractual documentation.
1.13	BROADBAND JUNCTION LTD shall have no obligation to make any supplies to anyone other than the person with whom it has contracted and no customer shall have any right to assign the benefit or burden of any contract with BROADBAND JUNCTION LTD except with BROADBAND JUNCTION LTD's prior written agreement.
1.14	When BROADBAND JUNCTION LTD makes supplies to a customer who in turn makes those supplies available to others including end users BROADBAND JUNCTION LTD shall not have any obligation to anyone other than its customer.
1.15	BROADBAND JUNCTION LTD operates a policy of continuous product development and accordingly it reserves the right to substitute alternative supplies for those which are specified in a contract if such

	substituted supplies are of equal or better quality or performance. In determining whether a substituted supply is acceptable no account shall be taken of any feature which is not relevant to performance of the task or function which the supply is intended to perform.
1.16	Where any trade mark belonging to any person other than BROADBAND JUNCTION LTD is used by BROADBAND JUNCTION LTD due acknowledgement is given of the rights of the trade mark owner, and if the owner objects to BROADBAND JUNCTION LTD's use of such mark BROADBAND JUNCTION LTD will cease to use it immediately upon being informed of such objection.
1.17	No customer may use in its business any trade mark which is owned by BROADBAND JUNCTION LTD or any of its suppliers without prior written approval.
1.18	No contract entered into by BROADBAND JUNCTION LTD shall act so as to transfer temporarily or permanently any intellectual property right to any customer unless such contract makes express provision for such transfer.
1.19	Whenever BROADBAND JUNCTION LTD makes any supply of an item to which intellectual property rights attach the customer shall take proper care to protect those rights and shall not make any unauthorized copy of the relevant item.
1.20	BROADBAND JUNCTION LTD and any person to whom it makes any supply agree with each other that neither party will directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to derive source code, confidential information or other trade secrets from the other, and will not knowingly permit any other person to do so.
1.21	If delivery of any supply cannot be made to the address specified by the customer, or the customer deliberately fails or refuses to take delivery of the supply then without prejudice to any other right or remedy BROADBAND JUNCTION LTD may at its sole discretion:
	1 store the supply until actual delivery and charge for reasonable costs (including insurance) of storage; or
	2 after giving 7 days' written notice to the customer sell the supply at the best readily obtainable price
	In such a case an account shall then be drawn up and payment shall be due immediately to BROADBAND JUNCTION LTD for any shortfall between the net proceeds of sale after deducting all relevant costs and the price stipulated for the supply in the contract.
1.22	When considering whether any supply by BROADBAND JUNCTION LTD is fit for its purpose and of merchantable quality due account shall be taken of the description of the supply and its expected performance given by BROADBAND JUNCTION LTD to the customer and the performance of similar supplies available from other suppliers, and any dispute in this regard shall be settled by arbitration and not in the courts.
1.23	If BROADBAND JUNCTION LTD or the customer are prevented, hindered or delayed in performing an obligation under any contract for a period exceeding three months because of force majeure then either party may terminate the contract by giving not less than one month's notice.
1.24	Nothing in these conditions excludes or limits the liability of BROADBAND JUNCTION LTD for fraudulent misrepresentation or death or personal injury caused by negligence.
<b>2.</b>	<b>SUPPLIES BY WAY OF FIRM SALE</b>
2.1	Title to any goods which are supplied by way of firm sale shall remain with BROADBAND JUNCTION LTD until full payment has been received.
2.2	The warranty or guarantee applicable to any such item shall be the manufacturers' warranty and the customer is responsible for completing and returning the manufacturer's warranty documentation.
<b>3.</b>	<b>SUPPLIES OF CONTINUING SERVICES</b>
3.1	Where BROADBAND JUNCTION LTD contracts to supply support services including for example desktop support on a continuing basis, engineer call-outs at short notice, or continuous internet connection BROADBAND JUNCTION LTD shall not be in breach of contract
	1 if it provides such services substantially in the form it has agreed to supply them
	2 if short delays occur occasionally because of pressure of demand, illness of employees, inclement weather or other factors
	3 if a force majeure event causes a lengthy interruption
	provided that in all cases BROADBAND JUNCTION LTD uses all reasonable endeavors to restore fully such services as quickly as possible including if necessary working unsocial hours
3.2	Where BROADBAND JUNCTION LTD contracts to provide continuous communications using the transmission networks of third party suppliers BROADBAND JUNCTION LTD shall not be in breach of contract if temporary interruptions to such communications occur over which BROADBAND JUNCTION LTD has no control.
3.3	Where BROADBAND JUNCTION LTD contracts to provide data security services such as automatic data back-ups, firewalls and anti-virus and anti-spyware software it shall use reasonable endeavours to ensure that the services are of good quality and effective for the intended purpose but shall not be liable for breach of contract if occasional failures occur provided that it then takes all necessary steps to remedy the failures.
3.4	Where BROADBAND JUNCTION LTD contracts to provide telephonic communications, data transmission services, connections to the internet or other similar services BROADBAND JUNCTION LTD shall be entitled to impose a fair use policy to prevent excessive use of the service. Any fair use policy shall form part of the contract to which it relates and shall be communicated to the customer at the time the contract is made and again if the policy or any related charges are altered.

3.5	BROADBAND JUNCTION LTD shall not be liable to provide any particular level, quantity, reliability or quality of any continuing service unless a contract expressly provides for this and defines the measurements which are to be used to determine whether BROADBAND JUNCTION LTD has fulfilled its obligations. In particular BROADBAND JUNCTION LTD cannot and does not guarantee any particular service level where any shared or contended third-party services are utilized.
3.6	When a continuing service has commenced the related contract shall continue in force until terminated by either Party notwithstanding any published changes in these conditions. Each contract for continuing services will specify the following:
1	the minimum contract period which is the minimum term of the contract for which the supply will be provided and paid for
2	The minimum notice period which is the shortest length of notice which must be given by either side to terminate the contract
3	The payment intervals.
3.7	When a continuing contract is terminated and the customer is not in breach a refund of the unused part of any payment will be made except for that part of any such payment has been used to pay a supplier of BROADBAND JUNCTION LTD and that part cannot be recovered.
<b>4.</b>	<b>SUPPLIES INCLUDING DISBURSEMENTS</b>
4.1	When BROADBAND JUNCTION LTD makes supplies to customers and indicates in the contractual documentation that it requires reimbursement of disbursements BROADBAND JUNCTION LTD shall use reasonable endeavors to keep such disbursements to the lowest practicable amount.
4.2	Disbursements shall be charged to the customer on the basis that the charge shall reimburse BROADBAND JUNCTION LTD for its expenditure without any additional fee or profit.
4.3	Charges for disbursements shall be paid by the customer promptly.
<b>5.</b>	<b>SUPPLIES TO TRADE CUSTOMERS</b>
5.1	Trade customers have the following obligations until ownership of supplies passes to them:
1	to store the supplies (at no cost to BROADBAND JUNCTION LTD) separately from all other goods in such a way that they remain readily identifiable as BROADBAND JUNCTION LTD's property;
2	to not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; maintain the goods in satisfactory condition and keep them insured on BROADBAND JUNCTION LTD's behalf for their full price against all risks to the reasonable satisfaction of BROADBAND JUNCTION LTD and to provide evidence of insurance and a copy of the last receipt for the premium to BROADBAND JUNCTION LTD on demand
3	in the event of loss to hold the proceeds of the insurance on trust for BROADBAND JUNCTION LTD and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
5.2	The right of any trade customer to possession of supplies which remain the property of BROADBAND JUNCTION LTD shall terminate immediately if:
1	the customer becomes insolvent
2	the customer takes any steps towards encumbering or in any way charging any of the supplies
<b>6.</b>	<b>SUPPLIES TO CONSUMERS</b>
6.1	These conditions apply only to supplies which are made to consumers.
6.2	Consumers may elect to place an order subject to a "cooling off" period in which case the following will apply:
1	BROADBAND JUNCTION LTD will not order any necessary supplies from its own suppliers during the cooling off period
2	BROADBAND JUNCTION LTD will not make any supply to the customer during the cooling off period
3	The cooling off period will extend for 7 days including the day the order is accepted by BROADBAND JUNCTION LTD
4	The customer may cancel the order during the cooling off period. Any such cancellation must be delivered in writing
5	If at the request of the customer BROADBAND JUNCTION LTD orders any supplies or takes any action to fulfill the order the cooling off period will terminate forthwith and the customer will be committed to accepting and paying for complete delivery of the supply.
6.3	BROADBAND JUNCTION LTD shall not be liable to a consumer for any loss or damage in circumstances where:
1	there is no breach of a legal duty owed to by BROADBAND JUNCTION LTD or by its employees or agents
2	such loss or damage is not a reasonably foreseeable result of any such breach
3	there is any increase in loss or damage resulting from breach by the consumer of any of these conditions
6.4	Nothing in these conditions is intended to affect the statutory rights of any consumer.
<b>7.</b>	<b>FAULTY SUPPLIES</b>
7.1	If any item appears to be faulty the procedure for dealing with it will vary according to the terms of the supply, which may include an obligation for BROADBAND JUNCTION LTD to repair it on site or for the customer to return it to BROADBAND JUNCTION LTD for repair.

7.2	In cases where an item must be returned to BROADBAND JUNCTION LTD such return is at the customer's cost and risk, and therefore the customer should take reasonable care, for example by ensuring the item is correctly addressed, adequately packaged, and carried by a reputable carrier.
7.3	Any items which are claimed to be faulty or incomplete will be checked and verified by BROADBAND JUNCTION LTD's technicians. Any such items that are found not to be faulty or incomplete will be returned to the customer at the customer's expense, and BROADBAND JUNCTION LTD reserves the right to make a charge for labour.
<b>8.</b>	<b>PAYMENT FOR SUPPLIES</b>
8.1	Unless the contract documentation specifically states that prices are inclusive of taxes there shall be a general obligation on the part of the customer to pay all lawful taxes which accrue to any purchase of supplies from BROADBAND JUNCTION LTD, for example Value Added Tax.
8.2	BROADBAND JUNCTION LTD shall be entitled to stipulate the following payments as a condition of any supply:
	1 a deposit
	2 interim payments during the performance of contracts which extend over a period of time
	3 payment/s on delivery of specified supplies
	4 final deferred payments (where a retention has been agreed)
	and any such stipulation may include stipulated times for payment.
8.3	The customer shall not be obliged to make a payment at a particular time if BROADBAND JUNCTION LTD's obligations specified in the relevant contract have not yet been substantially fulfilled, but no payment shall be withheld on trivial grounds which do not affect the fitness for purpose of the particular supply.
8.4	If the customer fails to make any payments at the stipulated time the following shall apply:
	1 all payments for that part of the supply which has been completed will become payable in full immediately, without any retention even if one had been agreed
	2 payment for any supplies which BROADBAND JUNCTION LTD has purchased in order to fulfill its obligations to the customer shall also become payable in full immediately
	3 BROADBAND JUNCTION LTD shall have the right to elect either to cancel the remainder of the supply or to complete the supply as originally specified in which case the customer will remain liable for all its obligations
	4 interest will be payable on any late payment
	5 any discount applicable to the supply will be withdrawn and the full amount will be payable
8.5	No payment may be delayed or withheld in whole or in part because any dispute has arisen about any other supply to the same or any other customer. No customer shall have the right to make any deductions from any payments which are due, whether by way of set-off, counterclaim, discount, abatement or otherwise, unless there is a valid court order outstanding requiring an amount equal to such deduction to be paid by BROADBAND JUNCTION LTD to that customer.
8.6	Receipt of an unsolicited deposit does not commit BROADBAND JUNCTION LTD to performance of any contract.
8.7	BROADBAND JUNCTION LTD has the right to specify acceptable methods of payment in any particular transaction. Such methods may include cheque, banker's draft, credit card, debit card, EFT (including BACS), Pay Pal, cash, or other methods. When payments are made by EFT the customer must quote the reference number stipulated by BROADBAND JUNCTION LTD.
8.8	BROADBAND JUNCTION LTD may specify that payment for a supply must be made to another person. This will not affect the application of these conditions to the contract and the customer must make such payment/s in the time and the manner which is specified.
8.9	Title to any supply by BROADBAND JUNCTION LTD either as principal or agent shall remain with BROADBAND JUNCTION LTD until full payment has been received in accordance with the relevant contract and BROADBAND JUNCTION LTD shall have a lien over any supplies until such time as full payment has been made.
8.10	If a situation arises where a customer's account is in credit either because of over-payment by the customer or for any reason other than the holding by BROADBAND JUNCTION LTD of deposit monies pending fulfillment of a contract to make supplies then BROADBAND JUNCTION LTD shall account to the customer for that money and release it to the customer immediately on demand.
<b>9.</b>	<b>USE OF BROADBAND JUNCTION LTD'S FACILITIES</b>
9.1	In this section "BROADBAND JUNCTION LTD's facilities" means anything which belongs to BROADBAND JUNCTION LTD or for which BROADBAND JUNCTION LTD is or might be held to be responsible including hardware, software, communications facilities, or any other type of facility or supply.
9.2	The customer shall not knowingly do anything which compromises the integrity, functionality or efficiency of BROADBAND JUNCTION LTD's facilities, and (without limiting the generality of this prohibition) the customer will conform to the following rules.
9.3	The customer shall comply with any instructions given by BROADBAND JUNCTION LTD for the maintenance of security measures (for example firewalls and anti-virus software) and shall use reasonable endeavours to maintain the integrity of such measures at all times.
9.4	The customer shall not knowingly use or permit the use of any of BROADBAND JUNCTION LTD's facilities to download, upload transmit, store or create any software, image, information, or any other thing which:

1	is offensive, racist, abusive, indecent, defamatory, libellous, slanderous, obscene, menacing or unlawfully discriminatory;
2	infringes, breaches or otherwise interferes with any intellectual property right;
3	contravenes any laws relating to data protection, paedophilia, terrorism, incitement to racial hatred, money laundering, export controls, or any other act which is criminal in any jurisdiction in which the act of downloading, uploading, transmission, storage or creation takes place or through which the relevant electronic signals may pass;
4	impersonates any person or entity, or falsely states or otherwise misrepresents the customer's or BROADBAND JUNCTION LTD's affiliation with any one or any entity;
5	is intentionally mischievous, malicious, criminal, false, or misleading in any other respect, and this shall include any software such as computer viruses, spyware and malware which could act to impair the efficiency or security of any computer.
9.5	The customer shall not use any of BROADBAND JUNCTION LTD's facilities to download, upload or store anything which is not illegal but which an ordinary person would be likely to regard as pornographic, unless BROADBAND JUNCTION LTD has first been shown such material and has waived this condition in writing.
9.6	The customer shall issue written prohibitions to all employees who might be in a position to breach the conditions in this section, first when they are appointed and then annually, and shall provide a copy of such prohibitions to BROADBAND JUNCTION LTD.
9.7	If the customer discovers that any person has acted to breach this condition it shall immediately notify BROADBAND JUNCTION LTD by the fastest available means and shall deliver written confirmation of such notification, and shall take all such reasonable steps as BROADBAND JUNCTION LTD shall require to prevent such breach continuing and to mitigate any loss which BROADBAND JUNCTION LTD might suffer.
9.8	By entering any transaction with BROADBAND JUNCTION LTD the customer agrees to fully and effectively indemnify BROADBAND JUNCTION LTD and keep BROADBAND JUNCTION LTD fully and effectively indemnified from and against all claims incurred by BROADBAND JUNCTION LTD as a result of a breach by the customer of the provisions contained in this condition, whether arising under tort, statute or otherwise. The customer is hereby notified that if any of BROADBAND JUNCTION LTD's facilities are seized, withdrawn by the supplier, or rendered inoperable by any authority, or BROADBAND JUNCTION LTD loses any license or permission, as a result of any breach of this condition by the customer, then the customer shall be responsible for all relevant claims made by BROADBAND JUNCTION LTD and/or any of its customers who may suffer losses as a result.
9.9	BROADBAND JUNCTION LTD publishes material on its websites for general guidance only and use of BROADBAND JUNCTION LTD's websites is subject to the following conditions:
1	The Internet is not a secure medium. BROADBAND JUNCTION LTD does not guarantee the reliability or security of its websites or that they will be continuously available, error or virus free. All use is made at the user's own risk.
2	Any person may download, store and use the material on BROADBAND JUNCTION LTD's websites for personal use and research but may not republish, retransmit, redistribute or otherwise make this material available to any other party or make the same available on any website, on-line service or bulletin board or make it available in hard copy or on any other media without the BROADBAND JUNCTION LTD's express prior written consent.
3	BROADBAND JUNCTION LTD does not guarantee any links to third party sites nor provide any guarantees or accept any liability in respect of the content on such third party sites. BROADBAND JUNCTION LTD hereby excludes to the fullest extent permitted by law any liability of whatsoever nature arising directly or indirectly as a result of any use its websites.
4	No person may create a link to any of BROADBAND JUNCTION LTD's website pages except the home page of the principal website <a href="http://www.broadbandjunction.net">www.broadbandjunction.net</a> without prior written consent.
9.10	If a customer breaches the conditions relating to use of BROADBAND JUNCTION LTD's facilities BROADBAND JUNCTION LTD shall be entitled to immediately suspend use of such facilities. In any such case BROADBAND JUNCTION LTD will give notice to the customer specifying the breach and stating what action must be taken (and by when it must be taken) to remedy the breach. If the breach is not remedied to BROADBAND JUNCTION LTD's satisfaction BROADBAND JUNCTION LTD shall be entitled to terminate the contract forthwith.
<b>10. DATA PROTECTION</b>	
10.1	BROADBAND JUNCTION LTD and the customer undertake to each other that they will each use reasonable endeavours to keep the other's personal information secure and private.
10.2	BROADBAND JUNCTION LTD and the customer undertake to each other that they will take any necessary steps at their own expense to comply with the provisions of the Data protection Act.
10.3	The release of any information to a lawfully established competent authority in compliance with a lawful demand by one party shall not be grounds for any claim by the other.
<b>11. LIABILITIES ON THE PART OF BROADBAND JUNCTION LTD</b>	
11.1	BROADBAND JUNCTION LTD shall use reasonable endeavors to fulfill its obligations under its contracts but shall have the right to deal with the following circumstances in the ways which are specified:
1	If supplies (including supplies of labour) which BROADBAND JUNCTION LTD needs to fulfill a

	contract or any other factor/s which relate to a supply are affected by force majeure BROADBAND JUNCTION LTD shall have the right to substitute alternative supplies or arrangements which in its absolute discretion BROADBAND JUNCTION LTD considers will provide a reasonable alternative
2	If such alternative supplies are not available BROADBAND JUNCTION LTD shall consult the affected customer and after taking the customer's views into account BROADBAND JUNCTION LTD shall elect in writing either to defer further performance of the contract or to cancel it. In such circumstances any payment from the customer to BROADBAND JUNCTION LTD shall be adjusted to take proper account of the circumstances and if necessary BROADBAND JUNCTION LTD shall repay to the customer an equitable proportion of any money which it has received in advance of providing the relevant supply.
3	If any factor which is outside BROADBAND JUNCTION LTD's control affects its ability to perform a contract BROADBAND JUNCTION LTD shall have the right to take all reasonable steps to mitigate the losses which may result and the customer shall not do anything to impede BROADBAND JUNCTION LTD's efforts in this regard.
11.2	In the event that any customer is found to have a valid claim against BROADBAND JUNCTION LTD, then BROADBAND JUNCTION LTD's aggregate liability (whether in contract or for negligence or breach of statutory duty or otherwise is without exception limited to and in no circumstances shall exceed a refund of any money paid to it by the customer in the last 30 days. BROADBAND JUNCTION LTD will not be liable for any of the following in any circumstances whatsoever:
1	consequential or indirect loss including business interruption
2	wasted expenditure
3	loss of anticipated savings, opportunity, business, revenue, or profits
4	loss of information, data or software
5	loss of time
5	loss of reputation
<b>12. TERMINATION</b>	
12.1	BROADBAND JUNCTION LTD and the customer shall each have the right to terminate any contract by giving the notice specified in that contract.
12.2	If either BROADBAND JUNCTION LTD or the customer commits a breach of a contract, and in addition to any specific remedies provided elsewhere in these conditions, the other party shall have the right to terminate the contract in such shorter period as may be reasonable in the circumstances by giving written notice to the party in breach. Such notice shall specify the breach complained of and, where the breach is capable of remedy, specify a reasonable period of time for such remedy to effected. If the breach is not remedied within the time limit, or is incapable of remedy, the contract shall terminate on expiry of the specified time. If a contract is terminated under this procedure such termination shall not be deemed a waiver of any claim against the party in breach and shall be without prejudice to each party's rights, obligations and liabilities that have accrued prior to the termination. If either party waives a breach of contract such waiver shall be limited to that particular breach.
12.3	When any contract to which BROADBAND JUNCTION LTD is a party is terminated, however such termination may occur and whether as a result of full performance, the passage of time, breach, or any other cause the following provisions shall apply:
1	the provisions in these conditions relating to payment shall continue to have their full force and effect until full payment has been made together with any interest which is due;
2	if any obligations on the part of the customer to BROADBAND JUNCTION LTD remain to be fully performed and BROADBAND JUNCTION LTD has possession of or effective control over any of the customer's property BROADBAND JUNCTION LTD shall be entitled to take a lien over such property until such time as the customer has fully performed its obligations;
3	if any obligations on the part of the customer to BROADBAND JUNCTION LTD remain to be fully performed and the customer is in possession of any property to which full title has not transferred to the customer then BROADBAND JUNCTION LTD may take any reasonable steps to recover and hold such property as security against full performance
12.4	If BROADBAND JUNCTION LTD takes possession of any property under these conditions or as a result of BROADBAND JUNCTION LTD exercising a lien then the following provisions shall apply:
1	BROADBAND JUNCTION LTD may move any and all of such property to secure storage
2	BROADBAND JUNCTION LTD may charge a reasonable amount to cover the cost of such removal and storage including staff and management time
3	after a reasonable period of time BROADBAND JUNCTION LTD may liquidate the property in any reasonable manner (but not until judgement in any action is given by the court)
	In any case where BROADBAND JUNCTION LTD exercises these rights BROADBAND JUNCTION LTD shall have no obligation to insure such property and the provisions of the Torts (Interference with Goods) Act 1977 shall be excluded to the fullest extent possible at law.
<b>13. GENERAL LEGAL PROVISIONS</b>	
13.1	In these conditions:
1	Reference to any gender includes any other.
2	The singular includes the plural and vice versa.
3	Section headings and numbers are for convenience only and shall not be taken into account when

	interpreting these conditions.
4	Where examples are given as part of any definition these are for illustration only and shall not act to limit the generality of the definition
13.2	An obligation in these conditions to do or not to do any act shall include an equal obligation not to knowingly permit such act to be done or omitted by any other person.
13.3	A reference in these conditions to any statute includes any later amendment or replacement by other statute/s of like character and similar effect unless stated otherwise.
13.4	BROADBAND JUNCTION LTD will accept delivery of documents by the following means subject to the stated conditions:
1	Physical delivery. In matters relating to a particular contract the place of delivery must be the office at which the relevant order was placed; in other matters the place of delivery must be BROADBAND JUNCTION LTD's registered office.
2	Delivery by electronic means including facsimile transmission and email. In matters relating to a particular contract the delivery must be made to the electronic address specified on the contractual documentation. In other matters delivery must be made to an electronic address specified for the purpose on BROADBAND JUNCTION LTD's website.
3	When a document is delivered by electronic means delivery will not be effective unless and until BROADBAND JUNCTION LTD gives the sender a receipt by the same means as delivery was effected. BROADBAND JUNCTION LTD shall not withhold or unreasonably delay the giving of any such receipt.
13.5	Unless otherwise specified in writing in an offer or other contractual documentation all contracts made by BROADBAND JUNCTION LTD are made in England and are subject in all respects to English law.
13.6	If any provision of these conditions is held by a competent court to be invalid or unenforceable in whole or in part, such provision shall be severed from the rest of these conditions. The validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
13.7	BROADBAND JUNCTION LTD reserves the right to amend these conditions at any time by placing a copy of the amended conditions at the entrance to its premises and on its website, and by sending a copy to customers with whom it has a continuing relationship.
13.8	When BROADBAND JUNCTION LTD makes supplies on behalf of a third party (for example when BROADBAND JUNCTION LTD acts as a re-seller of communications services) the terms and conditions of the third party supplier shall be incorporated into these conditions. If any conflict arises between the third party's conditions and these conditions then these conditions shall take precedence.
13.9	If any contractual document purports to exclude or amend these conditions such document must be signed by a director of BROADBAND JUNCTION LTD before it shall have any effect whatsoever.
13.10	The conditions specified in any contractual document (which may be these conditions incorporated by reference) constitute the entire agreement between BROADBAND JUNCTION LTD and the relevant customer and supersede any previous agreement or understanding and may not be varied except in writing. All other terms, conditions and provisos, whether verbal or in writing, and whether express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
13.11	Any waiver of a breach of or default under any of these conditions shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect any other condition. Delay or forbearance in enforcing any of these conditions does not fetter BROADBAND JUNCTION LTD from enforcing them at a later date.
<b>PART 2 – CONDITIONS WHICH APPLY TO CERTAIN TYPES OF CONTRACT</b>	
<b>14. SUPPLIES WHICH ARE SUBJECT TO THE DISTANCE SELLING REGULATIONS</b>	
14.1	If a customer fails or refuses to take delivery because they have cancelled their contract lawfully under the Distance Selling Regulations BROADBAND JUNCTION LTD will refund or re-credit the customer within 30 days for any sum that has been paid, less the cost of the abortive delivery, subject to the following condition.
14.2	On exercising such a right to cancel the customer will incur an immediate obligation to return to BROADBAND JUNCTION LTD any supplies which have been delivered. Should the customer fail to return the supplies BROADBAND JUNCTION LTD reserves the right to deduct any direct costs which it incurs in retrieving the goods, together with the cost of making good any damage which has been occasioned by neglect on the part of the customer.
<b>15. SUPPLIES BY WAY OF LEASE or HIRE PURCHASE</b>	
15.1	Where a particular transaction consists of a supply of goods by way of lease or hire purchase special conditions shall apply to and be set out in full in the relevant contractual documentation.
15.2	Where there is any conflict between such special conditions and these conditions the special conditions shall take precedence.
<b>16. SUPPLIES OF LICENSED PRODUCTS</b>	
16.1	BROADBAND JUNCTION LTD will use reasonable endeavors to assist its customers in obtaining any necessary licenses for the use of any product which is supplied under the terms of a license, but it is always the customer's responsibility to ensure that it holds the correct licenses.
16.2	If BROADBAND JUNCTION LTD procures, renews, extends or negotiates revisions to the terms of any license for a licensed product at the customer's request the customer hereby agrees and acknowledges that BROADBAND JUNCTION LTD is acting as the customer's agent in this respect, and BROADBAND

	JUNCTION LTD will be entitled to apply its usual fee to the transaction. If payment is made to the licensor by BROADBAND JUNCTION LTD the customer will pay to BROADBAND JUNCTION LTD the licensor's charges plus BROADBAND JUNCTION LTD's fee. If by prior agreement the customer pays the licensor direct the customer shall upon receiving a proper invoice also pay BROADBAND JUNCTION LTD's fee.
16.3	The customer shall not acquire as part of any transaction involving a licensed product any rights to that product which fall outside those rights expressly granted in the product license, and in particular shall not lend, hire, share the use of or sell any licensed product in breach of the license conditions.
16.4	BROADBAND JUNCTION LTD will rely on information given to it by the customer when procuring supplies of licensed products. The customer takes full responsibility for supplying correct information to BROADBAND JUNCTION LTD and hereby indemnifies BROADBAND JUNCTION LTD against all claims which may be made by the licensor in respect of any breach of the license conditions as a result of the customer giving BROADBAND JUNCTION LTD information which is incomplete or inaccurate or becomes incomplete or inaccurate with the passage of time.
16.5	BROADBAND JUNCTION LTD will supply a copy of the relevant license to the customer and will be entitled to require the customer to sign a receipt evidencing the customer's acceptance of the license conditions.
16.6	If circumstances alter so that the customer's use of the licensed product causes a breach of the license conditions (for example if the number of users of a particular piece of software exceeds the number for which the license is valid) the customer will deliver a written notice of such breach to BROADBAND JUNCTION LTD immediately and will immediately either pay any additional license fee which is properly demanded by the licensor or revert to using the product within the terms of the original license.
16.7	If any further or additional payments become due to the licensor the customer will make such payments forthwith upon receiving a lawful demand from either the licensor or BROADBAND JUNCTION LTD.
16.8	When a customer uses any licensed product on any equipment in which BROADBAND JUNCTION LTD retains any interest or for which BROADBAND JUNCTION LTD has any responsibility:
1	such use shall not be in contravention of any license, and in the case of any breach of this condition BROADBAND JUNCTION LTD shall be entitled to receive a full indemnity from the customer for the cost of any claims from the licensor or any other competent person
2	the customer shall supply a copy of the relevant license to BROADBAND JUNCTION LTD. BROADBAND JUNCTION LTD shall be entitled to hold such copy for so long as the licensed product continues to be used on such equipment, to see the original license immediately upon demand, and to take such steps as may be necessary to restrict the customer from using the licensed product in breach of the license conditions
3	the customer indemnifies BROADBAND JUNCTION LTD against any claim for unlawful use of the licensed product
<b>17.</b>	<b>CO-LOCATION</b>
17.1	When BROADBAND JUNCTION LTD permits a customer to use its facilities to house its hardware ("the customer's equipment") within premises ("the co-location facility") pursuant to a contract for co-location services ("the co-location contract") the following provisions will be deemed to be incorporated into that contract.
17.2	BROADBAND JUNCTION LTD will not be required to provide facilities for the storage of any data unless the co-location contract specifies that this is the case and gives full details.
17.3	Any physical space provided by BROADBAND JUNCTION LTD to the customer will be for the customer's use as a bare licensee only and the customer will not have legal possession of such space nor will it acquire any real property or estate right or interest in such space or the premises in which the space is located, nor will the customer acquire any rights as a tenant or otherwise under any real property or Landlord & Tenant laws or regulations. Accordingly BROADBAND JUNCTION LTD shall have the right to move the customer's equipment at any time and without prior notice provided that:
1	BROADBAND JUNCTION LTD shall use its best endeavours to minimise disruption to the customer's business
2	the customer shall enjoy substantially the same facilities after such move as before.
17.4	BROADBAND JUNCTION LTD will provide facilities to connect the customer's equipment to switches, routers and other equipment and to a power supply in order to provide the services described in the relevant co-location contract but it is the customer's responsibility to provide its own firewalls.
17.5	BROADBAND JUNCTION LTD does not accept any responsibility whatsoever for any customer's equipment for which it provides physical space under a co-location agreement and it is the customer's responsibility to insure such equipment. Any co-location agreement shall be deemed to incorporate an express waiver by the customer of any claim it may have against BROADBAND JUNCTION LTD in respect of any loss of or damage to the customer's equipment and software
17.6	BROADBAND JUNCTION LTD will permit the customer to have access to the customer's equipment during business hours on reasonable notice and at reasonable intervals. BROADBAND JUNCTION LTD may impose such access conditions as it considers reasonably necessary to protect the security of its facilities. The customer will act in accordance with such conditions and with any conditions imposed by the owner of the premises to which the co-location agreement relates.
17.7	The customer must, at its expense:



1	deliver the customer's equipment to the address specified by BROADBAND JUNCTION LTD;
2	test the customer's equipment from time to time to ensure that it is used in compliance with all applicable manufacturer's specifications and the laws relating to electrical equipment;
3	ensure that it has adequate back-up for all data, information and software stored on or served by the customer's equipment;
4	maintain the customer's equipment in good working condition;
5	not connect or attempt to connect the customer's equipment to any power supply, network, equipment, or other facilities except as directed by BROADBAND JUNCTION LTD;
6	provide BROADBAND JUNCTION LTD with assistance as reasonably required by BROADBAND JUNCTION LTD to install and connect the customer's equipment (if required by the relevant contract) and perform the co-location services.
17.8	The party or parties designated as being responsible for installation in any co-location contract must install, connect and configure the customer's equipment and BROADBAND JUNCTION LTD's own equipment as required for performance of the co-location contract, using competent persons, and take all reasonable care to ensure that the work is done safely to the standard expected of a professional installer and without interrupting any other services unless such interruption has been agreed to in advance. The costs of such work will be paid as provided in the co-location contract.
17.9	If the customer has the right under the co-location contract to use hardware and/or software under the ownership or control of BROADBAND JUNCTION LTD ("BROADBAND JUNCTION LTD's equipment"):
1	The customer may use BROADBAND JUNCTION LTD's equipment only for the term of the relevant co-location and in accordance with the special conditions (if any) set out in the co-location contract and applicable manufacturer's or supplier's instruction manual, terms or guidelines;
2	The customer acknowledges that it has not and will not acquire any right, title or interest in or to BROADBAND JUNCTION LTD's equipment except for the right to use it as set out in the co-location contract
3	The customer may not remove or alter any BROADBAND JUNCTION LTD equipment without the prior written consent of BROADBAND JUNCTION LTD;
4	The customer will if required to do so by the co-location contract at its own expense keep the BROADBAND JUNCTION LTD equipment in good repair, appearance and condition (normal wear and tear of internal electronic components excepted) and obtain, pay for and keep in effect for the term of the co-location contract a hardware and software maintenance agreement with the manufacturer or other party acceptable to BROADBAND JUNCTION LTD. All parts furnished in connection with such maintenance agreement must be manufacturer authorised parts which will immediately become components of the BROADBAND JUNCTION LTD equipment and the property of BROADBAND JUNCTION LTD
5	The customer will, at its own expense, keep the BROADBAND JUNCTION LTD equipment free and clear from any liens or encumbrances of any kind except any which accrue to BROADBAND JUNCTION LTD itself
17.10	The customer may connect, affix or install any accessory, addition, upgrade, equipment or device (but not software) ("additions") to on or in the BROADBAND JUNCTION LTD equipment provided that:
1	the customer makes a prior written application to BROADBAND JUNCTION LTD including such details of the additions as BROADBAND JUNCTION LTD may reasonably request, and the written consent of BROADBAND JUNCTION LTD is obtained prior to such additions being made
1	such additions are obtained from BROADBAND JUNCTION LTD or a party authorised by BROADBAND JUNCTION LTD and are not subject to the interest of any party other than the customer or BROADBAND JUNCTION LTD;
2	such additions do not reduce the value of BROADBAND JUNCTION LTD's equipment;
3	such additions can be removed without causing material damage to BROADBAND JUNCTION LTD's equipment;
4	such additions are removed at the end of the term of the co-location contract at the customer's expense without causing material damage or impairment of the intended function, use, or value of BROADBAND JUNCTION LTD's equipment so that all BROADBAND JUNCTION LTD's equipment is returned to its original configuration at the expiry of the Term;
5	additions not removed at the expiry of the term of the co-location contract will become the unencumbered property of BROADBAND JUNCTION LTD.
17.11	BROADBAND JUNCTION LTD may, after giving reasonable notice to the Customer, and at its sole expense, upgrade, replace or remove any equipment provided under a co-location contract for routine maintenance, system upgrades or repairs or otherwise to meet the reasonable business requirements of BROADBAND JUNCTION LTD and/or its customers. BROADBAND JUNCTION LTD will use reasonable endeavours to minimise any interruption to the customer's business as a result of such work.
17.12	No co-location contract will transfer temporarily or permanently any right, title or interest in and to any property owned by BROADBAND JUNCTION LTD unless such transfer is expressly provided for in the contract.
17.13	The Customer warrants that:
1	it has and will maintain during the term of the co-location contract the legal right and authority to place

	and use the Customer Equipment as contemplated under the co-location contract and these conditions
2	the co-location contract will not violate any applicable laws, rules or regulations or cause a breach of any agreements with any third parties or unreasonably interfere with BROADBAND JUNCTION LTD's other customers or their use of BROADBAND JUNCTION LTD's services;
3	it will comply with any rules, policies, terms and conditions which apply generally to customers of BROADBAND JUNCTION LTD
4	it will comply with any rules, policies, terms and conditions imposed by any party other than BROADBAND JUNCTION LTD, and in particular any data centre owner or manager, whose goods or services are accessed pursuant to the co-location contract
	In the event of any breach of any of the above warranties, in addition to any other remedies available at law or in equity, BROADBAND JUNCTION LTD will have the right, in its sole reasonable discretion, to immediately suspend performance of its obligations under the co-location contract if this is necessary to prevent harm to BROADBAND JUNCTION LTD, its business, or its other customers.
17.14	On termination of the co-location contract (however and whenever such termination is occasioned) the Customer will:
1	remove all the customer's equipment (but not any of BROADBAND JUNCTION LTD's equipment or anything over which BROADBAND JUNCTION LTD has reserved a lien) from the co-location facility;
2	deliver or make available all BROADBAND JUNCTION LTD's equipment in the customer's possession to an authorised representative of BROADBAND JUNCTION LTD;
3	return the co-location facility to BROADBAND JUNCTION LTD in the same condition as it was on the commencement of the co-location contract, fair wear and tear excepted.
17.15	The customer grants, and BROADBAND JUNCTION LTD reserves, a lien over all the customer's equipment within the co-location facility as security for the customer's obligations under the co-location contract. In the event that the customer fails to pay all amounts which are due and payable to BROADBAND JUNCTION LTD the customer agrees that in addition to any other conditions applicable to late payments, immediately upon giving written notice to the customer BROADBAND JUNCTION LTD may:
1	restrict the customer's physical access to the co-location facility and the customer's equipment;
2	take possession of any of the customer's equipment at the co-location facility
17.16	In the event that any user of the customer's services ("user") which are provided pursuant to the co-location contract is in breach of any of these conditions the following actions shall be taken:
1	Upon BROADBAND JUNCTION LTD giving written notice to the customer of the breach including a description of the remedy which is required and a reasonable deadline for the breach to be remedied the customer will notify the user that such breach must be remedied by the deadline.
2	If the user does not remedy the breach by the deadline the customer must disconnect the user from its services.
3.	If the customer does not comply with the foregoing condition BROADBAND JUNCTION LTD shall have the right without further notice and at its own election to either suspend its performance of the co-location contract and disconnect the customer's equipment at the co-location facility until such time as the user has been disconnected or alternatively to terminate the co-location contract forthwith.
<b>PART 3 – DEFINITIONS</b>	
<b>18. DEFINITIONS</b>	
18.1	"BROADBAND JUNCTION LTD" means BROADBAND JUNCTION LTD registered in England and Wales as company number 6514753 whose Registered Office is at Albany House, 14 Shute End, Wokingham. RG40 1BJ
18.2	the definitions given in any other section of these conditions shall have the meanings given there
18.3	"arbitration" means reference to a single independent arbitrator to be appointed by agreement between the parties or if such agreement is not reached within one month of the dispute arising by a competent person appointed by a recognised trade association. Such arbitration shall be carried out in accordance with the provisions of the Arbitration Acts in force at the time the reference is made and the arbitrator's decision shall be final.
18.4	"claims" includes all claims, demands, costs, losses, damages, expenses (including legal expenses) and any other liabilities of the nature of a claim, and any consequential losses.
18.5	"co-location services" means the supply by BROADBAND JUNCTION LTD of physical space and facilities for equipment which is owned by a customer including including goods or equipment supplied in connection with the services, together with any ancillary or supplemental services reasonably required for the customer to use the co-location services
18.6	"conditions" and "these conditions" and "terms" (and any combination) mean the current edition of these conditions as supplied by BROADBAND JUNCTION LTD in written form and/or published on BROADBAND JUNCTION LTD's website
18.7	"consequential loss" means any indirect or consequential losses (including for example loss of data, profit, business, goodwill, anticipated savings and revenue, even when BROADBAND JUNCTION LTD has been advised of the possibility) or claims for consequential compensation whatsoever and however caused which arise out of or in connection with any contract for any supplies by BROADBAND JUNCTION LTD.
18.8	"consumer" means any natural person who is acting for purposes which are outside his business;
18.9	"contractual documentation" means generally any documentation which evidences the terms of a particular

	transaction, but in transactions where multiple documents exist and there is confusion or conflict between the contents of individual documents the document/s which shall take precedence over all others shall be (as to the conditions of the transaction) the Offer and (as to the price to be paid) the Invoice.
18.10	“customer” means the legal person who enters a transaction with BROADBAND JUNCTION LTD in any particular case.
18.11	“data” includes software as defined below and also includes where the context makes it relevant pictures, music, literary and other artistic works and any information of any kind in any form
18.12	“data centre” means any physical location where BROADBAND JUNCTION LTD places its equipment and connects to outside networks for the purpose of supplying services to customers including co-location services
18.13	“days” means calendar days
18.14	“deliver”, “delivered” and delivery in the context of written documents including notices includes service in its usual legal meaning
18.15	“disbursements” includes any cost which BROADBAND JUNCTION LTD incurs directly on a customer’s behalf which is not included as part of a supply and for which separate recompense is charged with the intention that BROADBAND JUNCTION LTD should receive reimbursement of its expenditure but no additional fee or profit
18.16	“download” means to transfer software from one piece of hardware to another and includes transferring software from one place to another on a single piece of hardware
18.17	“EFT” means electronic inter-bank funds transfer (including Bank Automated Clearing System “BACS”)
18.18	“end user” means a person who makes use of supplies by the customer where such supplies have originally been supplied to the customer by BROADBAND JUNCTION LTD
18.19	“firewall” means any device, equipment, software or protocol which is designed to prevent unauthorised persons from gaining access to and/or control over software and/or equipment
18.20	"force majeure" means a matter beyond a party’s reasonable control including, but not limited to, accidental or deliberate breakage of connections by third parties, epidemic or pandemic disease, acts of God, lightning, flood, exceptionally severe weather, subsidence, fire, explosion, war, civil disorder, national or local emergency, statutory obligation, industrial disputes (including industrial disputes involving that party’s own employees provided that such party has taken all reasonable steps to prevent and or resolve such industrial disputes), acts or omissions of local or of central government or of other competent authorities or of persons for whom a party is not responsible or any other cause whether similar or dissimilar outside its reasonable control;
18.21	“hardware” includes all forms of equipment from the simplest electrical lead to a sophisticated server
18.22	“insolvent” means having a bankruptcy order made or making an arrangement or composition with creditors, or otherwise taking the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convening a meeting of creditors (whether formal or informal), or entering into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or having a receiver and/or manager, administrator or administrative receiver appointed of the relevant undertaking or any part thereof, or having a resolution passed or a petition presented to any court for winding up or for the granting of an administration order, or being the subject of any proceedings relating to insolvency or possible insolvency; or suffering or allowing any execution, whether legal or equitable, to be levied on property or being unable to pay debts within the meaning of section 123 of the Insolvency Act 1986
18.23	“intellectual property right” shall have the general meaning attributed to it by any competent court and shall extend to include proprietary technology including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, computer architecture, class libraries, software objects, documentation, network designs, know-how, trade secrets, data subject to copyright, and any related intellectual property rights throughout the world (whether owned by or licensed to BROADBAND JUNCTION LTD), including but not limited to any derivative works, improvements, enhancements or extensions of that proprietary technology, in any form whatsoever including without limitation electronic and printed forms.
18.24	“interest” in the context of payments means interest at 5% p.a. above the base lending rate of Lloyds TSB Bank plc, compounded daily from the time interest starts to accrue until the time that the full amount of principal and interest has been received
18.25	“licensed products” means products which are not sold by their owners (“licensor/s”) but are supplied for the use of BROADBAND JUNCTION LTD and its customers under the terms of licenses, for example licensed software products and licensed communications facilities.
18.26	“BROADBAND JUNCTION LTD’s network” means the electronic communications network maintained by BROADBAND JUNCTION LTD
18.27	“BROADBAND JUNCTION LTD’s website” means <a href="http://www.broadbandjunction.net">www.broadbandjunction.net</a>
18.28	“Trade Customers” means customers who are not end users of supplies made by BROADBAND JUNCTION LTD
18.29	“upload” means the same as “download” in the context of these conditions
18.30	“software” means all types of data in electronic form including instructions which are utilized by electronic equipment for its operation, and includes the term “data”
18.31	“supply” means the supply of any good or service, whether as principal or agent, the supply of any tangible

manifestation of any service including for example documentation and storage media for software, the provision of labour, advice and information, the supply of communications facilities including broadband and other types of telecommunications service, and any other supply which BROADBAND JUNCTION LTD may offer from time to time

18.32 "working days" means Monday to Friday each week excepting Bank Holidays