

# General Terms & Conditions

---

Southern Communications Data Services  
Glebe Farm  
Down Street  
Dummer  
RG25 2AD

T: 01252 740800

W: [www.southern-comms.co.uk](http://www.southern-comms.co.uk)

# Contents

.....	1
Definitions .....	3
1. Service Delivery .....	5
2. Customer Obligations .....	6
3. Payment.....	6
4. Termination & Suspension .....	7
5. Limit of Liability .....	7
6. Miscellaneous.....	8
7. Acceptable Use Policy.....	9
8. Variation .....	10

## Definitions

In these Conditions unless otherwise stated:

"Acceptable Use Policy" means the policies set out by SCL-DS relating to the use of the Service, as may be amended from time to time

"Additional Charges" means any charges payable to SCL-DS for services not included in the Service Order;

"Agreement" means any contract for the provision of Services by SCL-DS to the Customer;

"Charges" means the charges payable by the Customer for the provision of the Services which may vary from time to time;

"Company or SCL-DS" means Southern Communications Data Services Limited, a company registered in England and Wales under number 03265174 whose registered office is currently situated at Glebe Farm, Down Street, Dummer RG25 2AD;

"Customer" an organisation or individual that has ordered a Service, or Services, from SCL-DS.

"Customer Order" means the signed Order Form for the Service or other such forms that are accepted by SCL-DS.

"Commencement Date" means the date upon which SCL-DS confirms acceptance of the Customer's offer to pay for the Services in accordance with these Conditions;

"Data Traffic Allowance" a pre agreed monthly data upload/download allowance included in the cost of the Service. Usage over this limit will be charged at the then present agreed over usage charge.

"Duration" is the period commencing on the Commencement Date and expiring on the date the Agreement is terminated in accordance with Clauses 26-29 of these Conditions;

"Equipment" means any equipment, device, software or other tangible material supplied by SCL-DS as part of the Service;

"Initial Term" means a minimum period of 12 months from the Commencement Date unless otherwise stated in the Customer Order.

"Intellectual Property Rights" means all or any registered or unregistered intellectual property rights in any part of the world, including but not limited to patents, design rights, copyrights, topographical rights, know-how, rights in inventions and ideas and rights to confidence together with any right to apply for any such intellectual property rights and the benefit of any applications for any such intellectual property rights;

"Service Order" means a request made by the Customer to SCL-DS for Services to be supplied subject to these Conditions;

"Renewal Date" the date at which the Initial Term ends.

"Renewal Term" is the minimum renewal period after the expiry of the Initial Term.

"Service" means the product or service ordered by the customer via a Customer Order and provided by SCL-DS.

---

“Service Commencement Date” means the date at which the service is available for the customer for use.

"Working Day" means a day other than a Saturday or Sunday on which the Clearing Banks in the United Kingdom are open to the public for the transaction of business.

## 1. Service Delivery

- 1.1. Southern Communications Data Services Ltd (SCL-DS) shall provide the Service on the Terms and Conditions and duration set out in this Agreement.
- 1.2. The Initial Term shall commence on the Service Commencement Date.
- 1.3. At the expiration of the Initial Term the agreement shall automatically renew for the minimum of the Renewal Term documented in the Order Form unless and until the Customer gives 3 months written notice of termination prior to renewal date. Cease charges will be raised where applicable.
- 1.4. SCL-DS shall use reasonable commercial endeavours to supply the Services to the Customer as soon as reasonably practicable and in line with expected delivery dates. SCL-DS shall inform the Customer of any delay in the delivery of the Services as soon as reasonably practicable.
- 1.5. In consideration for the provision of Service the customer agrees to pay all charge in accordance with clause 3.
- 1.6. For larger and more complex orders SCL-DS will create a phased delivery schedule in a written Statement of Works. Each phase will have a separate Commencement Date and billing cycle. The Commencement date for the entire Service set out in the Order Form shall be deemed to be the Commencement Date of the last phase of the Order to be delivered, at which time whole order can be normalised onto a single billing cycle.
- 1.7. SCL-DS does not give any warranties in connection with the provision of goods supplied by a third party for the provision of the Services but shall, if applicable, assign to the Customer the benefit of any license, warranty, guarantee or indemnity given by the third party supplying any Equipment to SCL-DS.
- 1.8. Software, Firewall Licences and other device licences will only be renewed upon payment of renewal invoice.
- 1.9. Domain name renewals will be invoiced up to two months prior to the renewal date and will not be renewed unless full payment has been received by SCL-DS.
- 1.10. Where a Tail Circuit is required for the delivery of a Company Service the Customer accepts that the Tail Circuit will be provided by a third party carrier and will be subject to the Terms and Conditions and Service Level Agreements given by the provider including but not limited to any rights, remedies and credits given by the provider.
- 1.11. The Customer agrees that Tail Services are subject to survey and may incur additional delivery charges. In this circumstance the Customer will have the right to cancel the Service or accept the additional delivery charge in its entirety.
- 1.12. Where Services are provided with a Data Traffic Allowance SCL-DS shall monitor such usage, and where in any one calendar month such usage exceeds the Allowance, SCL-DS shall retain the right to levy additional Charges at the prevailing rate for additional Data Traffic.
- 1.13. Where a Service is provided on an unlimited usage basis SCL-DS reserves the right to monitor usage and where such usage is deemed to be excessive to either a) restrict the Services in such a way as to reduce any excessive usage or b) recommend an upgrade to a more appropriate Service for the historical usage c) terminate the Customer's Service. In all cases SCL-DS reserves the right to levy additional Charges for the excessive data usage.
- 1.14. The Customer shall not Modify or alter Company owned Equipment without the prior consent of SCL-DS.
- 1.15. Line Faults may be within SCL-DS's equipment or within back-haul networks or lines that SCL-DS contracts suppliers (such as BT) to provide, Most Internet service faults are outside SCL-DS's control. SCL-DS's suppliers for some lines aim to rectify faults within 40 working hours but do not guarantee this. SCL-DS will endeavour to arrange for line faults to be rectified as quickly as possible and follow all escalation procedures as appropriate with suppliers. SCL-DS may choose to work on faults outside normal office hours, but do not guarantee to do so. The Customer agrees to co-operate with SCL-DS support staff and carry out simple steps including: checking for a dial tone using a telephone handset; connecting the ADSL router directly to the master socket; swapping routers between sockets if multiple lines are installed; and disconnecting other wiring or equipment. If equipment is supplied as part of the service (e.g. a modem/router) the Customer must be prepared to test using that equipment even if you normally use something else. If the Customer does not help SCL-DS to complete these basic checks then the fault repair process stops waiting for test results and the Customer continues to be liable to pay for the service even though it is not working. SCL-DS have to take steps to eliminate the Customer's own wiring as the cause of a fault, hence asking for simple tests like this to be carried out. If a master socket with removable faceplate (NTE5) is not installed then one

may have to be fitted by the Customers line supplier (at the Customers cost) to eliminate local wiring faults, or risk charges for an engineer visit. If an engineer is arranged, the Customer agrees to ensure that he has access during the agreed time slot. The Customer agrees to follow any directions given for dealing with the engineers. Failure to do so could mean that SCL-DS is charged unnecessarily, and in such cases these charges will be passed on to the Customer. If, after notifying SCL-DS of a fault, SCL-DS is unable to rectify the fault after 5 working days the Customer may opt to terminate service. If terminated within 14 days of reporting the fault SCL-DS will refund pro rata the amount charged for service for the period from date the fault was reported, and not charge the normal notice period or cease charge. This is the Customers full recourse for SCL-DS failing to fix a fault promptly. This does not apply where service is suspended for a breach of these terms, and the 5 working days does not include any time whilst waiting for the Customer to perform tests or reply to queries.

## 2. Customer Obligations

- 2.1. All notices and complaints including the right of cancellation are to be sent by the Customer to SCL-DS in writing at SCL-DS's address or by sending a fax to SCL-DS, and by SCL-DS to the Customer, at the Customer's registered address or as notified on commencement of the Agreement.
- 2.2. The Customer shall not send, transmit, make available, copy, retransmit, broadcast or publish (whether directly or indirectly) in whatever form any data, information or contractual rights, material or statement which infringes the Intellectual Property Rights (registered or unregistered) or contractual or statutory rights of any person or legal entity or the laws or statutory regulations relating to defamation, contempt, blasphemy, infringement of privacy or personal data rights and any equivalent or related laws in any territory in which they are or may be accessed or made available; or use the Services to obtain or offer or permit to be offered for profit or otherwise any material, images, displays or services which are erotic or pornographic including but not limited to any other material, images, displays or services which are offensive, illegal or immoral or which is in breach of any legal obligation.
- 2.3. The Customer warrants that it shall conduct its operations and shall use the Service in a manner that does not interrupt or affect the operations of SCL-DS Network and Computer Services in any adverse way.
- 2.4. The Customer agrees to cooperate with SCL-DS in carrying out its obligations to deliver the Service including but not limited to access to (a) Customer premises for installation, inspection, repair or replacement of equipment. (b) co-operation from Customer staff in diagnosing potential issues where SCL-DS service may be affected by any customer or 3<sup>rd</sup> party service.
- 2.5. The Customer shall take out and maintain at its own cost insurance against any property loss insuring the Equipment for its full replacement value against all usual risks until returned if applicable to SCL-DS.

## 3. Payment

- 3.1. The Customer shall be liable for all charges from the Service Commencement Date. Where applicable SCL-DS may invoice for recurring portion of services on a pro-rata basis. Any non-recurring charges relating to the Service shall become payable on the Service Commencement Date.
- 3.2. The Customer agrees to pay Charges relating to the provision of Services upon receipt of invoice unless credit terms have been agreed in writing.
- 3.3. Where requested by the Customer, SCL-DS may agree to allocate a credit limit which may be varied from time to time at SCL-DS's sole discretion.
- 3.4. If required by SCL-DS at any time, the Customer shall provide a deposit to be used as security against any pending Charges, which will be returnable to the Customer only when payment of all sums due.
- 3.5. If the Charges are not paid in accordance with SCL-DS's invoice, SCL-DS reserves the right to charge an administration fee from £40.00 (depending on the size of debt) and statutory interest at 8% over BoE base rate on outstanding invoices each only as permitted by Late Payment of Commercial Debts Regulation 2013 as amended from time to time. Neither SCL-DS nor the Customer shall be entitled to set off a credit against any amount owed to it by the other under the terms of this Agreement or under any other agreement prior to completion of this Agreement other than by mutual consent.
- 3.6. SCL-DS shall be entitled to vary the Charges by mutual consent or at the renewal date of the Agreement.
- 3.7. Where SCL-DS staff are requested to diagnose or provide assistance on technical issues that transpire to be the cause of Customer or 3<sup>rd</sup> party equipment or services then SCL-DS reserves the right to charge at a rate of

---

£100 per hour for providing such assistance. This will be documented and agreed with the Customer prior to any such charges being raised.

- 3.8. All prices exclude VAT at the prevailing rate unless otherwise stated.

## 4. Termination & Suspension

- 4.1. Either party may terminate this agreement by giving written notice 3 months prior to the expiration of the Initial Term or Renewal Term.
- 4.2. Upon termination of this Agreement the Customer shall be bound to pay any cease charge in effect in addition to any outstanding amount of the Charges in respect of the Services received up to and including the date of termination and SCL-DS agrees to refund in full the difference between the Charges for the Services received up to the date of termination and the amount actually received by SCL-DS from the Customer. The customer acknowledges that invoices relating to the supply of equipment or software licenses, establishment charges, configuration charges, installation services, domain name registrations, shipping & handling charges and additional traffic are non-refundable.
- 4.3. Upon Termination the Customer must at their own expense return any Equipment, in good condition, that is the property of SCL-DS. In the event that the Equipment is not returned by the Customer to SCL-DS in good condition, SCL-DS shall be entitled to compensation equal to the value of the cost of repairing the Equipment or if such Equipment cannot be repaired the cost of replacing the Equipment;
- 4.4. Either party may at any time by giving notice in a written and signed summary document, terminate this agreement without compensation to the other party if the other party shall become bankrupt, or if a body corporate pass a resolution or the court shall make an order that one party be wound up, otherwise than by way of amalgamation or reconstruction, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitles the court to make a winding up order.
- 4.5. SCL-DS reserves the right to terminate this Agreement or at our discretion modify the service provided, without notice upon any of the following events:- (a) the Charges and/or Additional Charges are outstanding for more than 20 calendar days; (b) the Customer is in breach of his obligations as set out Clauses 4.4, 4.7 and 4.8.
- 4.6. Termination or expiry of this Agreement for whatever reason shall not prejudice or affect any right of action or remedy which shall have occurred or shall accrue thereafter to either of the parties.
- 4.7. SCL-DS retains the right to suspend services if the Customer is in breach of any clause this agreement and the Customer is not in dispute with SCL-DS for the Service. SCL-DS will notify the Customer in writing giving three days' notice of the intention to suspend service.
- 4.8. Following the suspension of Services the Customer shall be obliged to apply for reconnection of access to the Services but SCL-DS shall not be obliged to reconnect access to the Services. On receipt of an application to reconnect SCL-DS may do one of the following: (a) reconnect as soon as reasonably practicable subject to payment of all Charges and/or Additional Charges and any amounts due (b) specify additional reasonable terms required by SCL-DS prior to agreeing access to the Services; (c) refuse to allow access to the Services on the basis that the breach or instruction or event which led to the suspension of access is unremedied or still remains as the case may be.

## 5. Limit of Liability

- 5.1. SCL-DS warrants to the Customer that the Services will be provided using reasonable care and skill but at times this will be subject to downtime caused by routine or emergency maintenance by SCL-DS or occasioned by third parties. SCL-DS will not be liable to the Customer or any third party for any consequential losses whatsoever caused by such downtime.
- 5.2. To the extent permitted by law, neither party shall be liable to the other (save as expressly provided for in this Agreement) and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise to the other party. So far as is permitted by law and subject to Clause 6 SCL-DS makes no warranty to the Customer as to the quality of the Service or Equipment or the fitness for purpose of the Equipment. In any event each party shall only be liable for material breaches of its obligations under this Agreement to the extent of 500 GBP per breach.

- 5.3. Neither party shall have any liability to the other party in respect of any breach of this Agreement for loss of revenue, business, anticipated savings or profits of any loss of use or value of any equipment or for any indirect or consequential loss howsoever arising.
- 5.4. SCL-DS will indemnify the Customer for claims made against the Customer by third parties for breach of their Intellectual Property Rights if such breach has been caused by the act, omission or otherwise of SCL-DS, its employees or agents.
- 5.5. The Customer may only make use of the Services for a legitimate and lawful purpose and ensure that it complies at all times with all relevant laws and obligations applicable to the Customer and all related laws in any territory in which the Customer is situated or in which the Customer's Website may be accessed or made available. The Customer must also obtain any relevant consents and approvals for the installation and use of the Equipment. SCL-DS will have no liability under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such relevant laws or obligations or does not obtain such consents or approvals. Further guidelines are provided in SCL-DS's Acceptable Use Policy, Clause 7.
- 5.6. SCL-DS shall not be liable to the Customer for failure to deliver nor shall the Customer be liable to SCL-DS to take Services ordered under this Agreement when:(a) the failure is due to a cause outside that party's control including, but not limited to, acts of nature, war, terrorism, sabotage, fire, explosion, flood, action of any governmental authority, embargo, unavailability of raw materials supply, strike or labour dispute (except of the workforce of the party claiming force majeure), and (b) it gives notice of the event as soon as practicable to the other party and in any event within three days of becoming aware of the event.
- 5.7. A party claiming force majeure must use all reasonable efforts to avoid or mitigate the effect of the force majeure event. If a force majeure event continues for more than 60 days either party may give notice to the other to terminate this Agreement.

## 6. Miscellaneous

- 6.1. All Intellectual Property Rights of SCL-DS in any Equipment, Software, Modification and ancillary documentation shall at all times remain vested in SCL-DS.
- 6.2. All information, mail messages and other data stored on SCL-DS's computer system will be treated as private and solely the property of the Customer at all times and will not be duplicated, copied, reproduced or viewed publicly in any way except with express or implied permission of the Customer and/or for the purpose of SCL-DS's back up services and/or providing the Customer with the Services and/or for SCL-DS's own internal purposes such as market research and/or for compliance with SCL-DS's legal obligations.
- 6.3. Neither this Agreement or any rights or obligations hereunder may be assigned or transferred or sub-contracted by the Customer in part or in whole to a third party, without the prior consent of SCL-DS such consent not to be unreasonably withheld. SCL-DS may on providing notice to the Customer assign this Agreement in part or in whole to any third party subject to the consent of the Customer, such consent not to be unreasonably withheld.
- 6.4. Nothing in this Agreement shall be taken as granting any rights expressly or impliedly whether contractual or statutory to persons other than SCL-DS and the Customer, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 6.5. Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been duly given if sent by first class post, or where the parties expressly agree by electronic mail or facsimile transmission, to such person and such address as either party shall nominate for this purpose from time to time.
- 6.6. Each party shall treat as confidential all information received by it from the other party relating to the other party's business, customers, strategies and plans, and such information may only be used for the purpose of this Agreement and may only be disclosed in strict confidence to its professional advisers or any person to whom disclosure is required by law, to its employees or subcontractors where reasonably necessary for the purposes envisaged by this Agreement, and where otherwise specifically permitted by this Agreement.
- 6.7. This Agreement shall be construed and governed in all respects in accordance with the Law of England and Wales and the English Courts shall have exclusive jurisdiction in respect of any disputes arising hereunder.



## 7. Acceptable Use Policy

- 7.1. SCL-DS Services Limited (SCL-DS) has established this Acceptable Use Policy ("AUP") pertaining to the use of its Internet access, Networks, Hosting, Security and other services by Customers. This AUP is intended to prevent Customers from engaging in practices that are illegal or that impair the security and reliability of SCL-DS's or other parties' computer systems and networks. This AUP is not intended to be interpreted as or used as a substitute for the advice of legal counsel and each Customer is advised to obtain its own legal advice with respect to legal matters related to the use of the Internet.
- 7.2. This AUP may be revised by SCL-DS from time to time to address new developments and issues that arise from innovations, enhancements and inventions that affect the use of the Internet at large and SCL-DS's network in particular. Any such revisions adopted by SCL-DS's will be binding upon its Customers.
- 7.3. Customers may use SCL-DS's network and services only for lawful purposes. The use of SCL-DS's network and services in breach of any applicable laws of any jurisdiction is prohibited.
- 7.4. Customers may not use its connections or SCL-DS's to promote, offer or advocate any service or activity that can be reasonably construed as pornographic, that violates the right or privacy of any individual or entity, or that constitutes an illegal activity under any applicable law or regulation or order or decree of any court or government authority.
- 7.5. Customers are prohibited from:
  - 7.5.1. Using SCL-DS's network and services to transmit any information that violates or infringes any copyright, trade mark, patent, statutory, common law or proprietary right of any other person or entity;
  - 7.5.2. Using SCL-DS's network and services to transmit any information that contains any libellous statement;
  - 7.5.3. Circumventing or undermining the user authentication or security protocols of any host, network, or account or gaining unauthorised access to the computing systems or networks of other parties (referred to as "cracking" or "hacking");
  - 7.5.4. Interfering with service to any user, host, or network, (referred to as "denial of service attacks");
  - 7.5.5. Knowingly transmitting any computer virus or other programme that will have the effect of damaging or corrupting other Internet users' computer systems or networks;
  - 7.5.6. Sending unsolicited bulk mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts and announcements);
  - 7.5.7. Posting the same or similar messages to large numbers or newsgroups (excessive cross-posting or multiple-posting, also known as "USENET spam");
  - 7.5.8. Forging header information;
  - 7.5.9. Soliciting mail for any other address other than that of Customer, except with the consent of the owner of that address;
  - 7.5.10. Forwarding or propagating chain letters or malicious email;
  - 7.5.11. Engaging in any application or use of Customer's network connection that overloads SCL-DS's network;
  - 7.5.12. Using IP multicast other than by means provided and co-ordinated by SCL-DS's; or using SCL-DS's network and services to impersonate another person or entity or misrepresent itself as having authority to represent another person or entity, including but not limited to SCL-DS's.
  - 7.5.13. In the event that you believe a domain name hosted by Southern Communications Group is being used for abusive or criminal purposes, including unsolicited mail, Business Email Compromise (BEC) or phishing, please contact [abuse@southern-comms.co.uk](mailto:abuse@southern-comms.co.uk). Further advice can be found on the [nominet](#) website.
- 7.6. Customers may use their SCL-DS connection to link into other networks worldwide, provided that in all such cases, Customer complies in all respects with any applicable acceptable use policies of such networks.
- 7.7. Customers are responsible for all uses of the connections by other persons, whether or not such use or person was authorised by Customer. All matters set forth in this AUP that apply to Customers shall also apply to all users of the connections by their employees and other users.

- 
- 7.8. SCL-DS's reserves the right to remove from its network any material or data that violates any provision of this AUP and to suspend or terminate, in its discretion, the use of its network and services by any Customer that breaches any provision of this AUP.
- 7.9. The rules set forth in this AUP apply to any Internet / Network based distribution medium and any other application using the Internet and private (e.g. Usenet news, fax-like documents over a network).
- 7.10. These rules set forth in this AUP apply even if a Customer uses another site's server to relay its communications.

## 8. Variation

SCL-DS may with immediate effect vary any of the terms and conditions of the Agreement as a direct result of Government regulations, new legislation, or any other reason. Any variation of the terms of this Agreement shall be by written amendment to this Agreement which shall be notified to the Customer by post or electronic mail.