



# Terms & Conditions

These Terms and Conditions must be read in conjunction with our Acceptable Use Policy (AUP). Both these Terms and Conditions and the AUP may be subject to change from time to time. Quicker ISP reserves the right to add to and/or amend these Terms and Conditions or the AUP at anytime. Such additions and/or amendments shall be published on the Quicker Broadband "Quicker ISP" website at [www.quickerbroadband.com/legal.htm](http://www.quickerbroadband.com/legal.htm). Additions and/or amendments will be deemed to be accepted by the Customer if the Customer continues to use the services after a one week period from the date of publication on the website.

Quicker ISP Limited trading as Quicker Broadband (hereinafter referred to as "Quicker ISP") specialises in the provision of Value Added Internet Services through the brands of Quicker ISP and Quicker Broadband. In purchasing services from any, either or all of these brands, the client is contracting with Quicker ISP. The Terms and Conditions described herein are applicable to all services supplied through Quicker ISP and its subsidiaries.

Quicker ISP has adopted a philosophy that assumes the honesty and good intent of Customers. Services are provided in as unrestricted a manner as possible, to allow Customers to have the richest Internet experience possible.

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## 1 About Quicker ISP

1.1 Quicker ISP is a Value Added Internet Service Provider. It provides the Customer with access to the Internet and hosting services, IP services, messaging and security services as specified in the Customer's Order and on the terms set out below.

1.2 Quicker ISP is a company registered under the laws of Scotland. Its company registration number is 268931 and its registered office is PO Box 30,000, Kirkcaldy Fife, KY2 6WH.

1.3 Quicker Broadband is a wholly owned subsidiary Quicker ISP Limited.

1.4 Quicker ISP's trading address is is PO Box 30,000, Kirkcaldy Fife, KY2 6WH. Except for enquiries relating to technical support, all communications with Quicker ISP, including any complaints, should be made to this address by e-mail to the e-mail address given in the Contact area of our website at [www.quickerbroadband.com](http://www.quickerbroadband.com).

1.5 Enquiries relating to technical support should be made via the Contact area of our website [www.quickerbroadband.com](http://www.quickerbroadband.com).

## 2 Service specification

2.1 Quicker ISP shall provide the Service in accordance with the service description within the Customer's Order, subject to the limitations set out in this Agreement and in Quicker ISP's AUP and Privacy Policy.

2.2 Service Credits and Service Level Guarantees are only provided where a separate "Service Level Agreement" has been entered into and the Terms and Conditions of those services will be documented there.

2.3 Quicker ISP reserves the right to modify the service description in order to improve the quality or effectiveness of the Service without the prior agreement of the Customer.

Quicker ISP will notify the Customer of any changes to be made at least 30 days in advance.

2.4 Customer acknowledges that the ADSL services provided by Quicker ISP are contended. In order to ensure the best possible experience for all our customers, Quicker ISP reserves the right to manage any traffic routed across the Quicker ISP ADSL network. Customer acknowledges that Quicker ISP may manage the traffic of specific users without prior notice.

2.5 Quicker ISP may modify its AUP and Privacy Policy without the further agreement of the Customer so as to ensure that they comply with all relevant legislation or regulatory guidance and/or to bring them into line with common industry practice.

2.6 Customer acknowledges that, due to the nature of the bonded broadband service, Quicker ISP cannot guarantee that this service will continue to perform in line with the service description.

## 3 Service Charges and Payment

3.1 Customer agrees to pay Quicker ISP charges, as specified within the service description within the Customer's Order.

3.2 Quicker ISP reserves the right to modify its charges (including its charges for maintenance and support services and for training and instructional materials) for the Service upon 30 days written notice, or the termination period of the relevant Service Agreement, whichever is the greater.

3.3 For our Pay As You Go services, our usage statistics, as expressed on the Control panel are the full and final statement for billing purposes.

3.4 Chargeable calls incurred through Quicker ISP's voice services are billed to the nearest penny, rounded up or down as applicable. In addition, Quicker ISP's "Home Talk" and "Office Talk" services are subject to rounding up to the next whole minute per chargeable call and to a call set up fee per chargeable call.

3.5 Service charges will be invoiced in advance monthly, quarterly or annually, as specified in the service description within the Customer's Order. If on account terms, payment must be received by Quicker ISP within 30 days after the date of the invoice. Quicker ISP may charge daily interest on outstanding amounts until payment in full is received at a rate equal to 4 per cent per annum above the Barclays Bank plc Base Lending Rate as current from time to time. If on pay in advance terms, payment must be received by Quicker ISP by the due date agreed and subsequently by the due date of any service renewal.

3.6 All sums due to Quicker ISP under any Order are exclusive of Value Added Tax ("VAT"), and any other use or sales taxes, duties, or levies imposed by any authority, government, or government agency which may apply or be introduced from time to time which shall be charged thereon in accordance with the relevant regulations in forecast the time of providing the Service and shall be paid by the Customer.

3.7 Quicker ISP reserves the right to dictate the payment method associated with each Service

## 4 Duties and Responsibilities

4.1 Customer agrees to pay in accordance with Quicker ISP's then current rates for maintenance and other service activities relating to the Service.



# Terms & Conditions

4.2 Customer agrees to pay for loss or damage to equipment and software used in providing the Service which is caused by Customer's negligent acts or omissions.

4.3 The service will be furnished to Customer subject to the condition that it will not, nor will it permit others to use the Service other than in accordance with Quicker ISP's AUP and/or to use the Service for unlawful purposes or any purpose for which the Service was not designed including unauthorised use, obtaining or attempting to obtain service by rearranging, tampering with or making connection with any facilities of Quicker ISP or by any deception, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever.

4.4 Customer will indemnify and save Quicker ISP & Quicker Broadband harmless from and against all loss, liability, damage and expense, including reasonable legal fees, caused by the negligent acts or omissions of the Customer or other user of Customer's service which result in claims for damage to property and/or injury or death to persons, claims for libel, slander, invasion of privacy or infringement of copyright, or any actions bought pursuant to the provisions of the Data Protection Act, including any amendment, replacement, or re-enactment thereof for the time being in force, and invasion and/or alteration of private records or data arising from any information, data or message transmitted by Customer or its users, and claims for infringement of patents arising from the use of apparatus and systems of the Customer in connection with the Service furnished by Quicker ISP.

4.5 Customer will be responsible for the content of any transmission over the Service and the connection of any non Quicker ISP equipment to the Service.

4.6 Customer shall use its best endeavours to protect and keep confidential all Quicker ISP software used by it and shall make no attempt to examine, copy, alter, "reverse engineer", decompile, discover the source code to, tamper with, or otherwise misuse such software.

4.7 Customer's right to use the Service is personal to Customer and its authorised users, non-exclusive and nontransferable. Customer is not permitted to sell, assign, sublicense or grant a security interest in or otherwise transfer any right in Quicker ISP software. This Agreement does not grant Customer any right to any Quicker ISP software except the limited right to use set out in this sub clause.

4.8 Customer shall comply at all times with all relevant statutory and licensing obligations in connection with accessing and using the Service.

4.9 Customer agrees to provide if required at their premises a suitable environment for any equipment necessary to provide the service. Customer agrees to permit reasonable access to Quicker ISP employees, agents or contractors onto its premises whenever necessary for purposes of installation or repair of Quicker ISP supplied equipment necessary to provide the service.

4.10 Save as indicated below in 4.11 Quicker ISP shall not be responsible for the installation of equipment necessary to provide the service or for any cabling.

4.11 Quicker ISP shall be responsible only for the installation of any equipment purchased from them under a managed service agreement and will not be responsible for other residential or business Customer Premise Equipment.

4.12 Quicker ISP will maintain the Service and provide Customer and its authorised users of the Service such training, instructional material and other support service as deemed appropriate at Quicker ISP's then current prices for such support services.

4.13 Customer acknowledges that Quicker ISP will use e-mail as the primary method of contact with the customer. Customers can check the contact e-mail address by accessing their account details in the My Controls section of [www.quickerbroadband.com](http://www.quickerbroadband.com) the address recorded here will be used by Quicker ISP to contact customers regarding any and all aspects of their Quicker ISP account. Customer shall reasonably monitor the e-mail account it has specified for communications from Quicker ISP in relation to the Service.

Quicker ISP shall not be held liable for failure to contact the customer through alternative means.

4.14 For ADSL services the customer shall be responsible for the provision and maintenance of the PSTN circuit. Quicker ISP shall not be held liable for any failure of the ADSL service due to any actions of the customer or a third party which leads to a disconnection or suspension of the PSTN circuit.

## 5 Quicker ISP's right to suspend the Service

5.1 Quicker ISP reserves the right to suspend all or part of the Service provided to the Customer if it becomes aware of any actual or potential breach of its AUP by Customer or other user of the Customer's Service. If the customer fails to remedy any breach within 10 days after written notice then Quicker ISP reserve the right to terminate this agreement in accordance with the provisions in clause 8.4.

5.2 Quicker ISP reserves the right to suspend all or part of the Service if the provision of the Service might expose Quicker ISP to criminal or civil liability of any kind.

5.3 Quicker ISP shall only restore the Service to full operation if, on the information provided to it in relation to the reason for the suspension of the Service, it in good faith reasonably judges that there is no risk of the restoration of the Service exposing it to criminal or civil liability of any kind and/or its AUP is fully complied with.

5.4 Quicker ISP reserves the right to suspend all or part of the service if payment is not received in accordance with the terms and conditions and such service will only be resumed, and then entirely at Quicker ISP's discretion, if all monies outstanding have been received by Quicker ISP. Further this clause shall be without prejudice to Quicker ISP's right to terminate in any event the agreement in accordance with clause 8.4

5.5 During any period of suspension the Customer agrees to continue to pay and to remain liable for all charges pursuant to these terms and conditions and the Customer's Order.

## 6 Warranties

6.1 Quicker ISP's sole liability for any damages due to any defect or non-performance of the Service is limited to those actually proven as directly attributable to Quicker ISP, limited to the monthly charges paid for the Service from the date said damages were incurred, but in no event more than three months of charges, subject to a ceiling of 50 pounds in the aggregate under this Agreement.

6.2 Quicker ISP will not be responsible for any delay in or failure of the Service due to any occurrence beyond Quicker ISP's control.

6.3 Quicker ISP gives no warranties and accepts no responsibility in relation to the information of third parties accessed by Customer by means of the Service.

6.4 Nothing in this Agreement shall be construed as to limit or exclude either party's liabilities in respect of death or personal injuries, or any inalienable statutory consumer rights of the Customer.

6.5 To the extent that the exclusions and limitations in this Agreement are in any jurisdiction contrary to any statute or rule of law, such exclusions and limitations are to that extent disapplied.

6.6 QUICKER ISP WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

6.7 QUICKER ISP MAKES NO WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE FITNESS, PURPOSE OR QUALITY OF THE SERVICE.

## 7 Cancellation before commencement

7.1 Once performance of this Agreement has commenced Customers may terminate this Agreement in accordance with Clause 8 and subject to the applicable Order Cancellation Fee. Performance of this agreement is deemed to have commenced once the Customer has been advised of an installation/activation date for the services ordered. Should the Customer wish to terminate this Agreement following commencement of performance of



# Terms & Conditions

this Agreement such termination may be subject to the following Order Cancellation Fee:-

Order Cancellation Fee – If the Customer terminates the agreement for the provision of Quicker ISP ADSL or SDSL services five (5) or less days prior to the arranged installation/activation date the following fees will apply:-

- three to five (3-5) day prior to installation/activation of services the Order Cancellation Fee will be £15 + VAT
- two (2) day or less prior to the installation/activation of services the Order Cancellation Fee will be £40 + VAT

7.2 Prior to Quicker ISP commencing performance of this Agreement, Customer may cancel this Agreement by informing Quicker ISP of its intention to cancel within 7 days of the day after it entered into this Agreement with Quicker ISP. Customer may inform Quicker ISP using any of the methods set out in Regulation 10 of the Consumer Protection (Distance Selling) Regulations 2000, but is advised to communicate either by post or e-mail as set out in Clause 10.1 of this Agreement.

**8 Term and Termination**

8.1 Once performance has commenced, this Agreement shall continue until terminated by either Party.

8.2 Either Party can terminate this Agreement in writing, subject to the Minimum Contract Period and Notice Period associated with the service. Furthermore, notice of Termination is not deemed to have been served unless receipt of the notice is confirmed by Quicker ISP.

8.3 The minimum Contract Period and notification period are the periods as specified by Quicker ISP within the Customer Order. In the absence of this information, the following Contract Periods and Notice Periods will apply:

**Service Contract Period Notice**

Period	Fully Managed	Services
12 months	30 days	Leased Line
12 months	60 days	IP Clear
12 months	60 days	SDSL
connection only		
12 months	30 days	
ADSL		
<b>Connection only</b>		
ADSL	30 days	30 days
HomeTalk	30 days	30 days
OfficeTalk	30 days	30 days

8.4 Quicker ISP shall not be required to give notice of the beginning of its performance hereunder. Quicker ISP reserves the right to disconnect the Service if Customer does not fulfil its obligations under this Agreement.

8.5 In the event of default which include failure by Customer to pay any amounts; or failure by either Party to cure any breach of a term or condition in this Agreement within 10 days after written notice; or if an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented, or a bankruptcy order is made by either Party, or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed of any of either Party's assets or undertaking or a resolution or petition to wind up either Party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation); or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order, the other party shall be entitled to terminate this Agreement without further liability, except that the Customer agrees to pay for all sums due both up to

the time of such termination and for all sums due for the remainder of the minimum contract period.

9 Privacy Policy

9.1 Quicker ISP shall deal with all personal data relating to Customer which it acquires when entering into and performing this Agreement in accordance with its Privacy Policy.

9.2 Quicker ISP complies with the provisions of the Data Protection Act 1998 and is registered with the Information Commissioner under registration numbers Z4774119 and Z5166885.

10 General

10.1 All notices (save where otherwise provided in this Agreement or in applicable legislation) from either party to the other shall be sent by first class prepaid post or by email. Quicker ISP shall send all notices to Customer's billing address or to the e-mail account notified to it by Customer. Customer shall send all notices to Quicker ISP's address or email address, as set out in Clause 1 of this Agreement.

10.2 This Agreement may not be assigned, delegated, transferred or otherwise dealt with, without the prior written consent of Quicker ISP. Customer authorises Quicker ISP to assign or transfer this Agreement, including any and all billing and service provisioning activities, to any third party for Service to be provided outside the UK as necessary to enable Quicker ISP to provide the Service.

10.3 No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, unless otherwise provided by legislation.

10.4 Save as otherwise provided for in this Agreement, this Agreement may not be waived, altered, or modified, except by document in writing signed by authorized representatives of Quicker ISP and Customer. No agent, employee or representative of Quicker ISP or Customer has any authority to bind Quicker ISP or Customer to any affirmation, representation or warranty unless such is specifically included in this written Agreement.

10.5 The section headings in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

10.6 This Agreement shall be governed by and construed and interpreted in accordance with Scottish law, and the parties submit to the jurisdiction of the Scottish Courts.

10.7 If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

THE PARTIES FURTHER AGREE THAT THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THEM, AND SUPERSEDES ALL PROPOSALS, ORAL, OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SUBJECT HEREOF. THIS ORDER SHALL CUMULATIVELY CONTAIN THE ENTIRE CONTRACT BETWEEN THE PARTIES.

10.8 We are continually reviewing our Terms and Conditions in line with the services we provide to our customers. Should you have any comments to make concerning the contents, please contact us on [comments@quickerbroadband.com](mailto:comments@quickerbroadband.com).