

Business Service Agreement



Customer: _____

Installation Address: _____

Contact: _____ Mob: _____

Contact: _____ Mob: _____

Tel: _____ Fax: _____

Tel: _____ Fax: _____

Email: _____

Email: _____

Fixed Line & Call Charges

Tariff					Term		
Tel. No. DDI Range	No. of Lines	Analogue/ ISDN/SIP	Rental/ Month	Install Cost	Socket Type	LCR/ CPS	Extra Services CLIP, COLP, DDI's

Telephone System Details

Make	Model	in-tech Supplied: Yes <input type="checkbox"/> No <input type="checkbox"/>	Monthly Spend
Special Conditions			

Internet Services

Description				Term		Type		
ADSL / SDSL / LLU	Phone No./ Postcode	Speed / Contention	Current provider	Rental/ Month	Connection Cost	Router Req'd	Cost of Router	IP Address No. & Type (Routed or Fixed)

Notes (Web Address, Important Information, etc)

Customer Agreement

in-tech Acceptance

Lines <input type="checkbox"/> Calls <input type="checkbox"/> Internet <input type="checkbox"/>	
Signature	Signature
Name	Name
Position	Position
Date	Date

In-tech Telecom Ltd
 Victory Close
 Chandlers Ford Ind. Estate
 Chandlers Ford
 Hampshire. SO53 4BU

Tel: 08700 60 70 60
 Fax: 08700 60 70 50
 Email: info@intechtelecom.co.uk
 Web: www.intechtelecom.co.uk
 Registered in England No: 4230278

Agreement No.	I	T	T						
---------------	---	---	---	--	--	--	--	--	--

Business Service Agreement



1. SERVICE

In this agreement 'service' means the service or services indicated overleaf. In-tech Telecom Ltd, Victory Close, Chandlers Ford, Ind Est, Chandlers Ford, SO53 4BU, (ITT) agree to provide the Service to the Customer and the Customer agrees to use the Service on the terms set out in this Agreement.

2. DURATION

This Agreement shall come into full force and effect from the date of acceptance by ITT and shall continue for a minimum period of 60 month, termination by either party giving to the other not less than three months prior written notice after the minimum term.

3. AUTODIALLER EQUIPMENT

In the event that ITT agreed to let on hire and maintain any equipment as described overleaf and the Customer agrees to rent such equipment from ITT for the term specified overleaf, the following terms and conditions shall apply:
3.1 ITT shall deliver the equipment to the Customer. Any delivery date specified shall be treated as an estimate only and whilst ITT will take all reasonable steps to deliver within the period quoted, such date shall be treated as an estimate only and shall not be a term of this Agreement. ITT accepts no liability for failure to meet the delivery date.
3.2 ITT or its appointed agent shall install the equipment at the Customers site.
3.3 The equipment shall at all times remain the property of ITT and at all times when the ownership of the equipment is in question, the Customer shall advise any third party that the equipment is the property of ITT.
3.4 The Customer shall be responsible for the equipment whilst it is in the Customer's custody and shall indemnify ITT against any loss or damage to the equipment save that the Customer shall not be responsible for any loss or damage attributable to the willful act, fault or omission of ITT. It shall be the responsibility of the Customer to notify ITT immediately of any loss or damage to the equipment.
3.5 Upon notification of a fault, ITT shall use its reasonable endeavors, during ITT's normal working hours to attend to such fault PROVIDED THAT the fault has arisen from normal use of the equipment.
3.6 ITT has not responsibility for faults arising from the Customer's negligence or default: or
3.7 any act or omission associated with any other telecommunications system not run by ITT; or any other cause beyond the control of ITT.
3.7 ITT shall have the right to charge the Customer in the event that the need for maintenance results from any of the events in Conditions 3.6.
3.8 The Customer agrees not to carry out or procure the carrying out of any alterations, modifications, replacements, extensions, attachments, additions or otherwise alter the equipment but will be liable with the prior written consent of ITT, which consent will not be reasonably withheld. Any alterations and changes as aforesaid will, if appropriate, be carried out by ITT.
3.9 ITT reserves the right to charge the Customer for all costs incurred as a result of carrying out maintenance or repair work which in ITT's reasonable opinion is considered unnecessary.

4. PAYMENT

4.1 Pricing the Service shall be as stated in ITT's tariff as current from time to time. All prices are exclusive of Value Added Tax and all prices are subject to change upon ITT giving not less than thirty days prior written notice to the Customer.
4.2 All sums due to ITT under this Agreement shall be paid in full by the Customer without any off-set whatsoever.
4.3 The Customer shall be invoiced monthly by ITT for all charges under this Agreement plus Value Added Tax. Payment is due within fourteen days of the invoice date. Payment by the Customer under this Agreement shall be of the essence of this Agreement. If payment in full is not received by ITT upon the due date, ITT shall be entitled to levy a late payment charge at a rate of 1.5% per month on any unpaid overdue balance.
4.4 All charges payable under this Agreement shall be calculated by reference to data recorded or logged by ITT and not by reference to data recorded or logged by the customer.
4.5 ITT shall be entitled to levy a monthly rental fee for the equipment.
4.6 ITT shall be entitled to levy an installation fee for the equipment, which ITT agrees to waive provided that the Customer does not terminate this Agreement within the minimum period as prescribed by ITT.
4.7 If the Company defaults for any reason in not honoring its debt and/or outstanding account with In-tech Telecom Limited or is put into receivership or liquidation or is amalgamated with any other company, the Directors of the Company hereby agree to irrevocably guarantee any outstanding debt and/or account that the Company may have with In-tech Telecom Limited. The Directors of the Company hereby accept the said terms as set out in 4.1 to 4.8 as part of the terms and conditions of the contract.
4.8 Should this account not be settled when due, and thereby fall into arrears, and ITT instruct a Debt Collection Agency and/or a Solicitor to collect the said debt/account; all commissions, legal fees, costs, disbursements, Value Added Tax, and all sums that the Company is called upon to pay in order to collect the said outstanding debt/account, will be borne by the Debtor and/or the party or parties to the Conditions of Sale or to any contract that the Company has entered into with the Debtor.

5. USE OF THE SERVICE

The Customer undertakes to use the Service in accordance with such conditions as may be notified in writing to the Customer by ITT from time to time.

6. PROVISION OF INFORMATION

The Customer undertakes to promptly provide ITT, free of charge, with all information and co-operation that ITT may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.

7. LIABILITY

7.1 Nothing in this Agreement shall exclude or restrict ITT's liability for death or personal injury resulting from the negligence of ITT or its employees while acting in the course of their employment.
7.2 Subject to Condition 7.3, ITT shall be liable for the damage to the property of the Customer caused by any negligent act or omission of ITT or its employees provided that such liability of ITT in contract, tort or otherwise, including any liability for negligence, however arising out of or in connection with the performance of ITT's obligations under this Agreement shall be limited to £50 for any one incident or £150 for any series of incidents arising from a common bar between months.
7.3 ITT shall not be liable to the Customer in contract, tort or otherwise, including any liability for negligence, for any loss of revenue, business, anticipated savings or profit or of any indirect or consequential loss however arising.
7.4 In the event of an outage in the Service, ITT shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert its traffic to another carrier.
7.5 The provisions of this Condition 7 shall continue to apply notwithstanding the termination of this Agreement.
7.6 ITT shall not be liable in any circumstances for making good Customer premises in the event of the removal of equipment.

8. AVAILABILITY & USEAGE

8.1 ITT will use all reasonable endeavours to ensure that the Services are available for the use by the customer in accordance with the Service standards for the time being set out in ITT's service literature.
8.2.1 If we consider that your *DSL usage profile is abnormal or out of the ordinary (including without limitation extremely high levels of bandwidth use in a given period), we have the right to take such action as we deem appropriate (including but not limited to in accordance with our "fair use" and other obligations under our agreements with our *DSL suppliers) which may include, without limitation, restricting or suspending your use of the *DSL service, or increasing the charges you pay for the *DSL service. Please refer to our website www.intechtelecom.co.uk for full details of our "fair use" policy, this policy is subject to change in accordance with that of our *DSL suppliers.
8.2.2 We will inform you if we impose any restrictions on your use of the *DSL service.
8.2.3 Your use of the *DSL service is entirely at your own risk. We will not be liable for any loss or damage arising from any virus, Trojan horse, spam or other malicious content that you may receive while using the *DSL service notwithstanding that there may be a firewall contained in the equipment supplied in connection with the *DSL service.

9. TERMINATION

9.1 Without prejudice to their rights under the Agreement ITT and the Customer shall have the right to terminate this Agreement forthwith in the event that:
9.1.1 the other party is in default in its performance or observance of any of its obligations under this Agreement, and in the case of a remediable breach, fails to remedy the breach within a reasonable time specified by the non defaulting party in its written notice to do so; or
9.1.2 an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed or any of the party's assets or undertaking or a winding-up resolution or petition is passed or presented otherwise than for the purposes of reconstruction or amalgamation or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator to present a winding-up petition or make up a winding up order.
9.2 Without prejudice to its other rights, ITT shall have the right forthwith to terminate this Agreement by notice in writing to the Customer in the event that:
9.2.1 The Customer fails to make any payment when it becomes due to ITT; or
9.2.2 ITT's license expires or it is revoked; or
9.2.3 a license under which the Customer has the right to run its telecommunications system and connect it to the ITT system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid license.
9.3 In the event of termination by ITT under conditions 9.1.1, 9.1.2, 9.2.1 or 9.2.3, ITT shall be entitled to recover from the Customer all costs, losses and expenses incurred by ITT including but not limited to the cost of removing the Service from the Customer's premises.

10. SUSPENSION OF SERVICE

ITT may at its sole discretion elect to suspend forthwith the provision of the Service until further notice without liability to the Customer on notifying the Customer either orally (confirming the same in writing) or in writing in the event that:
10.1 the Customer is in breach of any term of this Agreement; or
10.2 the Customer prevents or delays prearranged maintenance from being carried out; or
10.3 the Customer is suspected in ITT's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Service.

11. GENERAL

11.1 The Customer may not assign or transfer this Agreement or any of its rights under it without ITT prior written consent. ITT may assign any or all of its rights and obligations under this Agreement without prior written consent.
11.2 Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control.
11.3 This Agreement represents the entire Agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior undertakings and representations, whether written or oral and this Agreement may only be modified if such modification is in writing and signed by ITT and the Customer.
11.4 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be waiver of any such right nor operate so as to bar the exercise or enforcement thereof, or of any other right on any later occasion.
11.5 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left or sent by post or facsimile transmission (confirming the same by post) to an address notified by the other party in writing as an address to which notices, invoices or other documents may be sent.
11.6 ITT's address for service of any notice hereunder shall be such address as appears on the last invoice rendered to the Customer or such other address as may be prescribed by ITT for that purpose.
11.7 This Agreement shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

DATA PROTECTION ACT

The Customer consents to In-Tech Telecom Ltd processing data provided by the Customer and relating to the Customer and its employees in accordance with the Data Protection Act 1998 and for this data to be held on computer files and used by In-Tech Telecom Ltd for the purposes of administration, accounting and marketing.

THIRD PARTY RIGHTS

Unless specifically provided for in these Terms & Conditions, no third party shall have any rights under or in connection with these Terms and Conditions.

IN-TECH TELECOM BUSINESS BROADBAND... FAIR USAGE POLICY

WHY IS THERE A NEED FOR A FAIR USAGE POLICY?

In-tech Telecom is committed to providing Customers with a high quality service suitable for business use, at a competitive price. To achieve this, In-tech Telecom uses a network that only carries data for businesses (which send and receive far less data than residential users, subsequently using less bandwidth/network resource). The available bandwidth is managed carefully and very closely. As with all Broadband offerings the available bandwidth is contended across all users; if a group of users use a disproportionately large amount of bandwidth (i.e. transfer a disproportionately large amount of data) then this will:

- Impact the available bandwidth for the rest of the users
- Potentially degrade the service
- Drive up the cost of In-Tech Telecom delivering the service

It is a well known fact among ISPs that on badly managed networks 1% of Customers can utilise in excess of 30% of the available bandwidth. As In-tech Telecom provides an un-metered service (whereby we do not charge by the amount of data transferred) it is important that we ensure that all Customers use the service fairly. Ultimately, providing a poor quality of service is not an option for us, so unfair and disproportionate use of the Broadband service would lead to an increase in price across all users. To ensure that we maintain a high quality service at a competitive price, a FAIR USAGE POLICY applies to all users.

HOW COULD THIS POLICY AFFECT YOU?

It must be emphasised that the vast majority of In-tech Telecom Broadband subscribers will remain unaffected by this policy. Customers that will be affected, are those using file sharing software such as peer-to-peer and binary newsgroups (USENET). Such software (for residential applications) is typically used to send and receive large files (such as music and videos) and can be left running throughout the day – this unreasonable use of the internet uses a massive amount of bandwidth and in many cases is illegal.

Customers using their Broadband service for sending emails, browsing web pages and other typical business applications will not be affected.

WHAT IS THE POLICY?

A fair usage threshold has been set for the In-tech Telecom Broadband portfolio as follows:

- Standard ADSL Services (all speeds) are not expected to transfer more than 30 Gigabytes of data during the course of a month.
- ADSL Max Services are not expected to transfer more than 40 Gigabytes of data during the course of a month.
- SDSL Services are not expected to download more than 100 Gigabytes of data during the course of a month.

If a subscriber is expected to exceed the relevant limit for a given month then we will be in contact to advise that a usage modification or product upgrade is necessary. Where the usage level is not modified and the subscriber exceeds our defined limits, the service will be restricted – we will make available less bandwidth for this subscription. This restriction will be placed on the service for the remainder of the month and will be subsequently lifted after this period. If the limit is exceeded for the subsequent month, the restriction will be applied once more. Customers using standard ADSL services will have the option to upgrade to an ADSL Max service in order to take advantage of the higher limit for this service type. Once a service has been regraded the restriction will be lifted.

WHAT WILL BE THE EFFECT OF A SERVICE RESTRICTION?

When a service restriction is applied, the subscriber will experience a slowing down of their service. The extent of this degradation will depend on what the connection is being used for. For web browsing, and reading emails, only a marginal slowing of the service will be noticeable. Where Peer-to-Peer or file sharing software is utilised, or where files are downloaded from the internet or external server, a significantly slower service will be experienced.

WHAT CAN A SUBSCRIBER DO WITH 10 GIGABYTES OF DATA TRANSFER?

A Subscriber can:

- Send and receive a total of 100,000 emails
- View over 100,000 standard web pages
- Transfer over 10,000 1mb files, or
- Make 80,000 minutes worth of FeaturePlus (IP) calls

APPLICABLE PRODUCTS

The Fair Usage Policy applies to all ADSL and SDSL product variants.

POLICY CHANGES

In-tech Telecom reserve the right to amend this Fair Usage Policy in line with changes in the Internet Service Provider Sector. New versions of the FUP will be introduced at a rate of no more than one per calendar quarter, with the most recent version always being available on the In-tech Telecom website at: www.In-tech Telecom.co.uk/fairusagepolicy

For further information regarding In-tech Telecom Products and Services, please contact your Account Manager today on 08700 60 70 60 or email: sales@In-tech Telecom.co.uk