

Thank you for choosing Datanet to provide you with Business Class Internet Solutions, our goal is to provide these Services beyond your expectations and always to the best of our endeavours. Datanet, established in 1996, is one of the UK's longest serving ISP providing a full range of Internet services to business, including connection solutions and datacentre hosting solutions. Following is a plain English and friendly description of our "Terms & Conditions" of business. In this document "We" or "Us" or "Datanet" refers to DATANET.CO.UK Limited and "You" or "Your" refers to you, our customer.

- (1) Standard Terms & Conditions
- (2) Addresses and contacts
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- (6) Hosting: Dedicated & Virtualised (VM) Servers, Co-Lo, Rack Space and Web Hosting
- (7) Connectivity solutions: Private Circuits including FrameStream, Leased Lines, MPLS, Ethernet Extension Services (LES, WES, BES). IP Transit & Bandwidth. Broadband xDSL
- (8) Other Services: Email, SMTP, mailboxes and mail system, Data Back-up Solutions, Domain Name Services (DNS), Shared Web Hosting
- (9) Special Offers

## (1) Standard Terms & Conditions

1.1 Datanet Services may only be used for lawful purposes, transmission of any data through the network, or use of any part of the network in violation of any UK law or regulation is prohibited. Data stored on our servers by you must be legal and you are responsible for obtaining licenses and consents, including copyrights, performing rights and any other relevant intellectual property rights.

1.2 As a business to business Services provider, we expect network traffic to be related to normal business activities, accordingly, use of Datanet Services is subject to your reasonable use, any data transfer, uploading, downloading, advertising, transmission, distribution of software, programmes, products, or Services, causes of spam, initiation of ping flooding, mail bombing, denial of service attacks, piracy of software, which has a directly detrimental effect to Datanet's network, Services or other customers may be contrary to 'reasonable use'.

1.3 We will suspend or terminate the Services if you materially breach the Terms & Conditions or fail to remedy any material breach within a reasonable period of being asked to do so.

1.4 Datanet expects you take reasonable steps to protect your own network with firewalling and anti-virus Services.

1.5 Traffic through Datanet's network is provided subject to any restrictions put in place by our upstream network partners. This may include, but is not limited to, traffic prioritization, filtering or monitoring.

1.6 Any liability by Datanet shall be limited to the remainder of any fees paid for Services less any deductions for charges incurred. Datanet shall not be liable for failure to perform its contractual obligations if such failure results from force majeure, act of God, governmental act, fire, explosion, accident, industrial dispute, or any other cause beyond Datanet's reasonable control. In no event shall Datanet be liable for indirect or consequential loss (including loss of profits) arising from any breach of the Services.

1.7 Unless otherwise expressly agreed we have no responsibility for any goods, Services, information, software, or other data you obtain when using the Internet.

1.8 All fees and rentals are subject to our prevailing prices, which are amended from time to time and are effective from your next billing period and are subject to VAT at the prevailing rate.

1.9 Quotations and proposals provided by Datanet are valid for thirty days from the date of issue and are subject to final survey and technical appraisal.

1.10 If any of the information provided by you and required by us to provide the Services changes, including any changes to your payment and contact details, you must inform us as soon as reasonably possible in writing or by email to [OpsTeam@datanet.co.uk](mailto:OpsTeam@datanet.co.uk) and you must follow up with a confirmation phone call.

1.11 When we issue you with usernames and passwords, they are essential for secure use of the Services and you must take commercially reasonable steps to ensure that you keep these confidential and secure and that you use them in accordance with any relevant instructions.

1.12 If you request us to re-issue usernames or passwords, we will only provide these to a known destination either by post, fax or email, not verbally over the telephone unless we have agreed a security code.

1.13 If we think, in our reasonable discretion, that there has been a breach of security or misuse of the Services, we may change or suspend your password and then notify you of this change.

1.14 Resale of Services through our network is only permitted with our written agreement.

1.15 Any Internet Protocol (IP) numbers allocated by Datanet to you shall at all times remain the property of Datanet, you may use these IP numbers for the duration of the Services. Where a block of IPs is allocated, the first and last IPs in the block are usually reserved and not useable.

1.16 Datanet operate a Partner Reseller scheme subject to additional Terms & Conditions, which, after registration and qualification, can be viewed on our partner website at [http://www.datanet.co.uk/partner\\_terms.aspx](http://www.datanet.co.uk/partner_terms.aspx) (applies only to successful applicants of the Partner Reseller Scheme).

1.17 Complaints should, in the first instance be made in writing to [OpsTeam@datanet.co.uk](mailto:OpsTeam@datanet.co.uk) and will be reviewed by the Operations Manager in conjunction with the relevant Team Manager. In the event that this course of action does not bring about a satisfactory conclusion, the matter will be referred to the Managing Director. Beyond that you may wish to address the matter to CISAS who is an independent, OFCOM approved, dispute resolution service, of which, in compliance with industry regulations, Datanet is a member. You can contact CISAS at 24 Angel Gate, City Road, London, EC1V 2PT. Tel: 020 7520 3827 Email [info@cisas.org.uk](mailto:info@cisas.org.uk) Web [www.cisas.org.uk](http://www.cisas.org.uk)

1.18 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

## (2) Addresses and Contacts

2.1 The registered offices of Datanet and the address for general correspondence is:

DATANET.CO.UK Limited, Aspen House, Barley Way, Ancells Business Park, Fleet, Hampshire, UK, GU51 2UT.

Telephone: 0845 130 6010, Fax: 0845 130 6020, Web: [www.datanet.co.uk](http://www.datanet.co.uk)

General email [info@datanet.co.uk](mailto:info@datanet.co.uk)

Support telephone: 0845 130 6010

Support email: [support@datanet.co.uk](mailto:support@datanet.co.uk)

Network status: [www.datanet.co.uk/network\\_status.aspx](http://www.datanet.co.uk/network_status.aspx)

Our normal business hours are from 9.00am to 5.30pm Monday to Friday, excluding public holidays. Certain Services (refer section 5) are eligible for 24 hour support, the phone number will be on your welcome letter.

Company registration number 3214053 and VAT registration number 664690014

Bank account for payments: sort code 40-21-27 account number 71200402 account name DATANET.CO.UK

## (3) Payment terms and methods

3.1 All orders are subject to VAT at the prevailing rate and payment is due in advance.

3.2 Invoices are raised in advance, monthly, quarterly or annually depending on the Services. We provide electronic invoices by email or online, you will need to provide us with a generic or departmental (rather than personal) email address for this purpose.

3.3 Methods of payment include Direct Debit, Cheque, BACS and credit/debit card (excluding American Express). Bank account for payments: sort code 40-21-27 account number 71200402 account name DATANET.CO.UK

3.4 Ongoing monthly or quarterly payments must be by Direct Debit.

3.5 Minimum monthly fees of £20 plus VAT apply, otherwise the Services will be billed annually in advance.

3.6 Where you make monthly payments by credit/debit card, you authorise Datanet, until further notice, to charge your credit/debit card each month for the Services. You should advise us in writing immediately if the card expires or is lost, stolen or if you wish to cancel the Services or this authority.

3.7 All orders under £1,000 are payment with order, orders over £1,000 require 50% of fees with the order and the balance on completion, except as in 3.8 below or unless stated differently on the "Services Order Form".

3.8 Hardware and software should be paid for fully in advance and remains the property of Datanet and title stays with Datanet until full and final payment has cleared our bank account.

3.8.1 When hardware is replaced under Premier Support, an invoice is automatically raised for the replacement hardware. The faulty hardware must be returned to Datanet immediately or the invoice will become effective after 10 business days.

3.9 For credit/debit card transactions of £500 or more, a 3% credit card processing fee will be levied.

3.10 Customers with a good track record of payment with Datanet may negotiate payment terms on account.

3.11 Payment defaults, whether by cheque, direct debit, standing order or credit card, will be subject to bank charges, handling fees and re-connection fees.

3.12 Payment defaults may result in your Datanet Services being terminated.

3.13 Payment defaults may result in a charge over hardware or software under our control and disposal of same to recover our fees and any additional costs.

3.14 If we are unable to collect regular or ongoing payments (where these apply) we will advise you as soon as possible and you are obliged to respond and make payment within a reasonable time, failure to do so, or if we are unable to contact you at the usual billing address, may result in suspension of Services. Continued default of payment will result in the termination of your Services and any other Datanet Services, which will then incur charges and fees as above.

3.15 If you dispute any invoice, you will notify Datanet in writing as soon as practicable after delivery of the relevant invoice giving your reasons. You are not entitled to withhold: (a) payment of any amount not in dispute; and /or (b) any payment to Datanet on the grounds that you have a dispute with other parties e.g. your end users, your customers or your other suppliers.

#### (4) Lead time, minimum term, billing periods and cancellation

4.1 Services are provided for a minimum term as listed below, except where agreed differently on the "Services Order Form".

4.2 To cancel a service, you must give notice of at least the billing period, as per the table below, this must be after the minimum term and must be in writing or email followed by a confirmation phone call, (refer Section 2 "Addresses and Contacts").

4.3 Services are billed monthly or quarterly, as listed below, the minimum term is at least the billing period, refunds are not possible for cancellations during the billing period.

4.4 If you cancel the Services and you pay by standing order, it is your responsibility to cancel the standing order with your bank, overpayments will not be eligible for refunds and instead will accumulate credits for Datanet Services.

4.5 In the event of any ongoing overpayments to Datanet, where there are no longer any active Datanet Services against which to apply the overpayments, you will be contacted at least twice in the three months after the overpayment is made by any of several different methods (fax/email/letter etc).

4.5.1 If you fail to respond, we will contact your bank asking them to cancel the Standing Order and enclose a cheque made out to your company for the value of the most recent overpayment.

4.5.2 If we continue to receive overpayments for more than 3 months, we will raise monthly invoices for handling fees commencing from receipt of the 4th monthly overpayment, based on the following:

a) if you cancelled the Services in writing in accordance with our Terms & Conditions, the invoice will be raised at a rate of 25% of the overpayment value.

b) if no cancellation in writing was received from you, you are in breach of our Terms & Conditions and the invoice will be raised at a rate of 50% of the overpayment value.

4.5.3 At each Year End (December 31st), any overpayment credits will be written off and you will not be able to reclaim these credits.

4.6 Following is a list of the "Lead Time, Minimum Term, Billing Periods and Cancellation Notice" for Datanet Services. The lead time may be subject to external requirements beyond our control such PSTN lines, fibre, hardware etc. The "Minimum Term" means the minimum term for billing i.e. 12 months means you must pay for at least 12 months not including the lead time or any un-billed or credited periods,

Name of Service	Lead Time (business days)	Minimum Term (months)	Billing Period & Cancellation Notice
Dedicated & Virtualised (VM) Servers	5 to 20	12	monthly
Rack Space & Co-Lo	1 to 5	12	monthly
Full Rack	1 to 15	12	monthly
Reboot Control Panel	5	12	monthly
Additional Power, subject to availability	10	12	monthly
Managed Firewall	5	12	monthly
Customer supplied device	5	12	monthly
Offsite Back-up	5	12	monthly
Additional Data Transfer	0	3	monthly
Internet Bandwidth	5	12	quarterly
Private Circuit	Up to 75	Refer 7.1.2	quarterly

ADSL	10	3	monthly
SDSL	10	12	monthly
Mail, POP & SMTP (incl. Roaming)	1	12	monthly
Fixed IPs	1	12	monthly
Premier Support on Hardware	1	12	monthly
Premier Support on ADSL/SDSL Lines	1	3/12	monthly
MessageScreen	1	3	monthly
Domain names	1	12/24	monthly
Sub-domains	1	12	monthly
Web space, commercial	1	12	monthly
Web space, reports	1	12	monthly
MS SQL, database share	1	3	monthly
My SQL, database share	1	12	monthly
MS SQL/My SQL daily back-up	1	12	monthly
DSN for MS web space	1	12	monthly
Web space excess traffic	0	3	monthly
Dedicated Secure Cert.	10	24	monthly
Shared Secure Cert.	1	12	monthly

## (5) Technical support, fault reporting and 24 hour support

5.1 You may report a fault by any of the contact details listed under "Addresses and Contacts", we will endeavour to restore the Services as soon as possible.

5.2 Occasionally, we may suspend the Services where necessary for operational reasons such as repair, scheduled maintenance or improvement of the Services or because of an emergency. Except in the event of an emergency, we will try to give you as much notice as possible of any periods of downtime of the Services by posting information on our Network Status page at [http://www.datanet.co.uk/network\\_status.aspx](http://www.datanet.co.uk/network_status.aspx) and, where practical, by email to your main technical contact.

5.3 Seven days a week manned telephone support (24x7) is available for Private Circuits and Hosting, please refer to your "Welcome Letter" for the 24 hour support number.

## (6) Hosting: Dedicated & Virtualised (VM) Servers, Co-Lo, Rack Space and Shared Web Hosting

6.1 We are responsible for providing, power, cooling, physical security and network services to the hosted environment.

6.2 We are responsible for the hardware when provided on a rental basis, such as dedicated servers and for a standard install of the operating system when rented from us.

6.3 You are responsible for configuration and installation of any applications even if provided under rental by us. You are also responsible for data migration, software patches, fixes, updates and data security.

6.4 Bandwidth, power usage and remote hands are monitored and are subject to additional charges where the standard allocation is exceeded.

6.5 Dedicated, Virtualised (VM) servers and other hardware provided by Datanet under a rental agreement remain the property of Datanet at all times.

6.6 Software provided by us will likely be provided on a rental basis, covered by "Datacentre Licenses" and remain the property of Datanet or our suppliers. Microsoft SPLA is subject to Microsoft's SPLA Terms & Conditions, a copy is here [http://datanet.co.uk/user/files/terms\\_conditions/SPLA\\_LICENSE\\_TERMS.pdf](http://datanet.co.uk/user/files/terms_conditions/SPLA_LICENSE_TERMS.pdf) and may be updated from time to time.

6.7 Hosting Services benefit from our 24x7 Support and Service Level Agreements (SLAs).

## (7) Connectivity Solutions, Private Circuits:

7.1 Private Circuits include FrameStream, Leased Lines, MPLS, Ethernet Extension Services (LES, WES, BES), IP transit and Bandwidth.

7.1.1 All equipment, installation and activation fees are payable fully in advance and the rental is payable quarterly in advance.

7.1.2 Private circuits are provided subject to a one to five year contract as per the "Services Order Form".

7.1.3 Private circuits are subject to line and technical feasibility survey, up to 75 business day lead time and a minimum one to five year contract followed by three months (one quarter) notice to cancel.

7.1.4 The Installation price, or set-up fee, is based upon appropriate fibre being on site and also subject to "excess construction charges" which will be notified after the survey. If any additional private circuit installation fees are advised then you have the right to cancel this contract and receive a refund.

7.1.5 IP transit and bandwidth may also be purchased along with your private circuit or with your hosted solution.

7.1.6 Private Circuits are dedicated to your specified location, it is solely your responsibility to ensure that the specified location address, postcode and termination point are correct.

7.1.7 Private Circuits benefit from our 24x7 Support and Service Level Agreements (SLAs).

## 7.2 Connectivity Solutions, Broadband ADSL and SDSL

7.2.1 A prerequisite for the ADSL service is a BT plain old telephone (POTS) line to convert (gives back ADSL and 1 x POTS).

7.2.2 ISDN is not suitable and will have to be converted back to POTS, this conversion is available as a special service and is subject to an additional fee from both Datanet and BT.

7.2.3 ADSL and SDSL Services are available from most BT exchanges, however the service is subject to availability and will usually take up to ten business days to install.

7.2.4 ADSL is an asymmetric service, which means that the upload and download speeds are different. Typically the upload speed is 256k whilst the download speed can be 500k, 1000k or 2000k. However the up to 8Mb Services benefit from an upload speed of up to 1Mb and a download speed of up to 8Mb, in all cases dependant on line quality and distance from the local exchange.

7.2.5 ADSL Services are contended at 20:1 for Business/Premium ADSL & 50:1 for our Standard Services.

7.2.6 SDSL is a symmetric service, which means that the upload and download speeds are the same and the contention is reduced to 10:1 however availability is more restricted.

7.2.7 As a business focussed ISP, Datanet reserve the right to manage our DSL network traffic to give priority to business orientated protocols such as VoIP, VPN's and Web Browsing over "consumer" protocols such as P2P (Peer-to-Peer) file sharing during the business day. Datanet may use Packet Prioritisation technologies in order to ensure activity from our consumer customers does not adversely affect our business customers.

7.2.8 When taking Premier Support on DSL Services, please note that we will require details for a 24/7 contact in the event that a site visit is required to resolve the fault. If 24 hour access to the site is not available, we are unable to provide a 1 day fix time.

7.2.9 DSL Services benefit from a bespoke Service Level Agreement (SLA) restricted by the underlying PSTN technology and the contended nature of DSL

## (8) Other Services: Email, Data Back-up Solutions, Domain Name Services (DNS) and Shared Web Hosting

8.1 Email, SMTP, mailboxes and mail system

8.1.1 Datanet provides email Services to Customers as part of a connection solution.

8.1.2 Email Services are provided by SMTP, POP or WebMail.

8.1.3 Where a non-Datanet connection is used then email can be provided by WebMail, chargeable Roaming Mailbox or Roaming SMTP.

8.1.4 Outbound or inbound emails are restricted to a maximum size of 50MB and maximum of 50 recipients (total of To, CC, and BCC fields) - the latter helps to reduce spam.

8.1.5 POP emails may be left on our mail servers for additional downloading to another computer for up to 60 days, emails, read or unread, can be left on our mail servers for up to a maximum of 60 days.

8.1.6 Datanet offer an anti-virus and anti-spam Services called MessageScreen available at extra charge per mailbox user.

8.2 Data Back-up Solutions

Where data back-up solutions are provided by Datanet, whether on media or remotely over secure Internet back-up facilities, it remains your responsibility to ensure that the data is being correctly backed up and you are urged to perform regular tests (restore and verify) of the backed-up data.

8.3 Domain Name Services (DNS)

8.3.1 Datanet manage ".uk" domains subject to Nominet's Terms & Conditions. Nominet is the UK appointed body charged with the management of all ".uk" domain names. When you register a ".uk" domain you are

also entering into a contract with Nominet and you agree to their Terms & Conditions which are available at [www.nominet.org.uk/nominet-terms](http://www.nominet.org.uk/nominet-terms)

8.3.2 Datanet manage “.eu” domains subject to EURid's Terms & Conditions. EURid is the European Commission's appointed body charged with the management of all “.eu” domain names, please refer to EURid's Terms & Conditions on their website at [www.eurid.eu/files/trm\\_con\\_EN.pdf](http://www.eurid.eu/files/trm_con_EN.pdf)

8.3.3 Datanet manage “.uk.com” domains subject to CentralNic's Terms & Conditions. CentralNic is an independent global domain name registry, please refer to CentralNic's Terms & Conditions on their website at [www.centralnic.com](http://www.centralnic.com).

8.3.4 Datanet manage “.com” domains subject to Dotster's Terms & Conditions, please refer to Dotster's Terms & Conditions on their website at [www.dotster.com](http://www.dotster.com).

8.3.5 Domain names are usually registered for a two year period and renewed thereafter for a further two years except for “.eu” which will initially be registered for one year only, followed by a one or two year registration.

8.3.6 Confirmation that domain names have been successfully registered will be in the form of a registration certificate, you should not assume that registration has been successful until you receive your certificate.

8.3.7 It is your responsibility to ensure that domains are renewed at the appropriate intervals. Datanet will take reasonable steps to advise you of the renewal dates, which will require your response in writing. This service is provided as a courtesy and it remains your responsibility to ensure renewal by means of written request whether or not you receive notification from us.

8.3.8 It is your responsibility to ensure that domain names registered for you do not infringe the rights of any third party and you agree to indemnify Datanet in respect of any such infringements.

#### 8.4 Shared Web Hosting

Shared web site hosting Services are an economical way for an SME business with simple web hosting requirements to benefit from the shared hosting platform. The functionality and flexibility of the platform is limited as it has to serve basic requirements of multiple customers in a “secure from each other” fashion, such shared Services are also subject to usage level and space charges.

#### (9) Special Offers and Price Reductions are also subject to:

9.1 Ongoing monthly, quarterly or annual payments by Direct Debit.

9.2 Invoices and statements provided by email only, you must supply a generic or departmental email address for accounts.

9.3 Any other variations to these Terms & Conditions will be noted on the “Services Order Form”.