



# TERMS & CONDITIONS FOR THE SPA GROUP ADSL PRODUCT RANGE

These Terms & Conditions apply to all customers who purchased any SPA ADSL product after 1st JUNE 2005 and as amended 1st June 2007 for Cancellation of contract Paragraph 7.1a.

The following Terms & Conditions apply to SPA's ADSL Home Broadband 500, 1000, 2000 and Business Broadband 500, 1000 and 2000.

These Terms & Conditions explain our responsibilities to you, along with your responsibilities to SPA and to the other users of the service.

If there is anything you do not understand or have any further questions about this product, please contact our Support Line or email us at [support@theSPAgroup.co.uk](mailto:support@theSPAgroup.co.uk)

If you are a Consumer, you must be 18 years or older to register for the service. SPA reserves the right to refuse any application for service.

## 1. Definitions

ADSL	(Asymmetric Digital Subscriber Line) means the technology that enables the high speed transmission of digital data on the internet over a telephone line.
Agreement	means these conditions
BT	means British Telecommunications plc
Carrier	means any supplier of telecommunications services to SPA for the service
Customer Apparatus	means apparatus owned by you not forming part of equipment but which may be connected directly or indirectly including but not limited to any microfilter/modem or router you may purchase for self installation but not including CPE.
CPE	means any equipment which is supplied by SPA.
Minimum Period of Service	means the period of 12 months unless specified, beginning on the date when the Carrier enables you to receive the live service
Premises	means your premises where the service is to be installed
You and Your	means the customer who orders the service
We, Us and Our means	<b>THE SPA GROUP ( and all divisions of ) including ITSaSCREAM.com™ ALRESFORD.net™, HAYLING.com™</b> Technopole, Hampshire PO2 8FA United Kingdom and/or any other group member of SPA . which shall supply Services to You.



## 2. THE SERVICE

2.1 The service is described on the SPA Website, <http://www.thespagroup.co.uk/>

2.2 You agree to receive the service and pay the fees for the service for the minimum period of service and thereafter until termination of the agreement in accordance with paragraph 7.1

2.3 To obtain this service you will need to supply SPA with certain details that will be requested when placing your order. You must ensure that the information provided is complete and accurate. SPA will comply with applicable data protection legislation in respect of it.

2.4 You accept that it is not technically possible to provide telecommunications services that are entirely free of faults and SPA does not undertake to do so. You also accept that you may not be able to receive the service due to technical restrictions. If such technical restrictions are discovered after the agreement date, SPA has the right to terminate the agreement in accordance with paragraph 7.4

2.5 You must have an Access Line that is a suitable BT analogue line which has no incompatible services on it and is connected to a suitably BT exchange at which there is appropriate capacity.

2.6 Provisioning of the service by SPA is subject to distance limitation and survey by BT.

2.7 SPA can not be held responsible if you cannot or cease to be able to receive the service if you change from or do not maintain adequate Physical Characteristics. SPA supplies the service to you on condition that you are the person or entity contracting with BT for the BT phone line associated with the service.

2.8 SPA may occasionally have to interrupt the service or change the technical specification of the service for operational or planned maintenance reasons, for upgrades or because of an emergency. SPA will attempt to give you as much notice as practically possible of any planned interruption of your service.

2.9 SPA will correct reported faults as quickly as possible. Should you encounter a fault with the service you should report this by phoning SPA Support or if possible make a posting to SPA Email Support. SPA will investigate the fault between the hours of 9:30am and 5:00pm Monday to Friday, excluding public holidays.

## 3. INSTALLATION BY THE CUSTOMER

3.1 You are fully responsible for:

3.2 Connecting a suitable modem/router to the relevant port on the microfilter

3.3 Connecting a suitable microfilter to the Carrier's master socket and any extension sockets at your premises.

3.4 SPA accepts no liability whatsoever for any loss you or any third party may suffer as a result of your installation of the service, including but not limited to loss caused by your installation of any Customer Apparatus or CPE.

3.5 If SPA supplies you with CPE it comes with "as is" no warranty as to its fitness for purpose or otherwise. SPA will use reasonable endeavours to assist with reasonable queries you may have in respect of initial installation of the service. However, to the extent that such queries relate to any problems which, following an initial diagnosis, may be out of SPA's control or ability to remedy 3.6 (including but not limited to Customer Apparatus or CPE) SPA does not guarantee that it shall be able to help resolve any such difficulties. Such limited support shall be provided to you by telephone or email.



3.7 If you purchase a modem/router from SPA we will arrange for it to be delivered to your premises. While SPA will attempt to deliver the modem/router to you within such timescales as may have been advised to you verbally, SPA does not guarantee that such timescales will be achieved.

3.8 You should notify SPA of any fault with the modem/router by contacting SPA by telephoning or emailing Support. A diagnosis will then be carried out, and if it is determined that the hardware is at fault, and the hardware is still covered by warranty, SPA will arrange for a replacement modem/router to be sent to your premises.

3.9 SPA accepts no liability whatsoever for any loss you or any third party may suffer as a result of your misuse or accidental damage you cause to the modem/router.

**3.91. LOAN EQUIPMENT** – The risk in the loaned equipment (CPE) shall NEVER pass to the Customer on delivery and the Customer should therefore be insured accordingly for recovery and damage to the CPE equipment.

(a) Notwithstanding delivery and passing of risk, the legal property in and beneficial ownership of the CPE shall remain with the Company.

(b) The Company may for the purpose of checking that these Conditions are being complied with or recovering the CPE enter upon any premises where it is stored or where the Company reasonably believes it to be stored.

(c) The Customer's right to use of the CPE shall cease if any of the events described in Condition 3.92 occurs.

(d) The Customer grants the Company an irrevocable licence to enter at any time any vehicle or premises owned or occupied by the Customer or in its possession for the purpose of repossessing and removing any of the CPE the property in which has remained in the Company under condition 3.91(a). The Company shall not be responsible for and the Customer will indemnify the Company against liability in respect of damage caused to such vehicles or premises in such repossession and removal being damage it was not reasonably practicable to avoid.

(e) The Customer may NEVER dispose of the CPE by way of sale on behalf of the Company.

(g) Conditions 3.91, 3.91(a), 3.91(b), 3.91(c), 3.91(d) and 3.91(e) are without prejudice to the Company's rights and remedies if the Customer fails to make payment on the due date or is otherwise in breach of the terms of these Conditions.

**3.92. INSOLVENCY** – If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the Company without prejudice to other remedies shall

(i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials / equipment purchased for the customer, such charge to be an immediate debt due to him, and

(ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.



#### 4. CUSTOMER APPARATUS

4.1 You shall be responsible for the repair and maintenance of any Customer Apparatus used in order to obtain or use the service.

4.2 You shall ensure that all Customer Apparatus complies with any applicable law. You shall immediately disconnect any Customer Apparatus if such apparatus does not, or ceases to conform to applicable standard (if any) for the time being in force.

4.3 Your Customer Apparatus must be technically compatible with the service and approved for that purpose under any relevant legislation or telecommunications industry standards.

4.4 SPA accepts no liability whatsoever for any loss you may suffer as a result of your use or misuse of the Customers Apparatus or as a result of any faults in your Customer Apparatus.

#### 5. USE OF THE SERVICE

5.1 You must not use the service in a way that does not comply with the conditions or any legislation or applicable licence or that is in anyway unlawful or fraudulent or ,to your knowledge has any unlawful or fraudulent purpose or effect; or

5.2 In connection with the carrying out of a fraud or criminal offence against any public telecommunications operator; or

5.3 To send, knowingly receive, encourage the receipt of upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights which may contain viruses or similar programs or which cause overload to the SPA system; or

5.4 To send or procure the sending of unsolicited advertising or promotional material; or

5.5 In the way that in reasonable opinion of BT could materially affect the quality of any telecommunications service, including the service provided by BT.

5.6 You shall indemnify SPA against any claims or legal proceedings which are brought or threatened against SPA by a third party because the service is used by you in breach of paragraphs 5.1 – 5.5

5.7 SPA shall investigate any suspected or alleged breach of this agreement and in doing so we will act reasonably and fairly at all times. SPA reserve the right to take any action we deem reasonably appropriate and proportionate to the breach of the agreement.



5.8 You agree not to sell on your broadband service to any other person.

5.9 You may not transfer your broadband service to another person, for example, to a continuing housemate after you have moved home or to a former partner.

5.91 You must comply with our acceptable use policy both in letter and spirit. You must also take reasonable steps to ensure that other persons using the broadband service that we provide to you also comply with this policy. Our acceptable use policy is available at <http://www.thespagroup.co.uk/terms/> and you are responsible for checking for any updates that we make to it. ADSL is not designed to sustain prolonged high-bandwidth, heavy-usage applications such as continuous Peer-to-Peer (P2P) file sharing, streaming video, binary downloads or other intensive uses.

5.92 **SPA** operates a fair usage policy, if you send and receive 30GB or more of data in any calendar month for more than any 3 months during your contract or we believe that your use of the broadband service is adversely affecting our network (or any part of it) or other customers even on our unlimited packages, we may regulate your usage (at our sole discretion). For example, we may give priority to light users over heavy users during peak times. **SPA** reserves the right to terminate your broadband service by providing you with 30 days' notice in writing in the event that you send and receive in excess of 30GB or more data in any calendar month and we believe your use of the broadband service is adversely affecting our network (or any part of it) or our other customers and our regulation of your usage has been ineffective.

5.93 We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse use of the broadband service either by yourself or by someone you have knowingly allowed to use the broadband service we provide to you.

## 6. FEES

6.1 **SPA** will provide you with the service for the fees that were set out on the webpage <http://www.thespagroup.co.uk/terms/> at the time of purchase.

6.2 All **SPA** ADSL services come with a minimum (12) twelve month period. By purchasing **SPA** ADSL you are agreeing to pay **SPA** a set up fee and at least 12 (twelve) months subscription charges as described on the webpage <http://www.thespagroup.co.uk/terms/> unless specified on your contract signup letter.

6.3 All payments shall be due to the Company net on presentation of invoice unless otherwise specified on the invoice at the Company's main office or at such other address as may from time to time be specified by the Company in writing. All usage charges shall be payable in full in respect of the month in which the notice to terminate the Agreement expires.

6.4 Interest payable on demand whether before or after judgment shall accrue from day to day on overdue amounts at the rate of 4% above base rate + VAT if applicable. If your payment is rejected, or becomes, or is, invalid or unavailable, thereby preventing us from recovering the sums due under your account within 7 days following the due date for payment, we reserve the right immediately to withdraw your access to the Broadband Services. You will also be charged an administration fee as detailed in our Price List <http://www.thespagroup.co.uk/terms/>

6.5 All fees are subject to change from time to time in the event that the Carrier increases its fees to **SPA**. Details of any such increase shall be posted in accordance with the process in paragraph 12.



## 7. TERMINATION

7.1 You may terminate this agreement to take effect after the minimum period of service by giving SPA not less than thirty (30) days written notice. If you wish to the end this agreement before the end of the minimum period or due to any breach of the agreement that causes your line to cease, SPA will be entitled to charge you the fees which would have been made payable by you for the balance of the minimum period of service as stated in paragraph 6.3. If you move from your premises, SPA shall be entitled to charge you fees which would have been payable by you for the balance of the minimum period of service at the premises see paragraph 6.3. If you wish to receive the service at a new location you will be required to start a new contract for service at your new premises.

7.1a A disconnection charge from BT has been enforced to all providers of ADSL services, therefore from 3rd July 2007 after 30 days notice given on 3rd June 2007 and posted on our website, any customers wishing to cease their line fully before or after the minimum term a charge of £60+vat will become due immediately, until payment is received the ongoing monthly charges and remainder of contract fees will still remain and accrue and be added to the final invoice and balance as stated in paragraph 6.3, the cancellation fee also applies to customers that fail to pay for their monthly fees which forces SPA to cancel the contract due to non payment. This does not effect a line migration request.

7.2 SPA may end this agreement if the Carrier supporting the service ceases to do so for whatever reason or materially changes the terms of its provision of telecommunications services to SPA for the service beyond the reasonable control of SPA.

7.3 You fail to comply with any of the material terms & conditions of this agreement.

7.4 It transpires following the agreement date that, for any reason out with the control of SPA, the services will not be able to be provided to you. In the event of termination in accordance with this paragraph SPA shall repay to you any fees which you have paid in advance for the services.

7.5 Your right to use the service shall immediately terminate when this agreement comes to an end.

7.6 If you choose to cancel the agreement after the order has been submitted by yourself and before the date of install the fees for the minimum period of service could be due, it is recommended that you speak to SPA's Support Team or e-mail them directly for confirmation of any fees that will be due.

## 8. LIMITATION ON LIABILITY

8.1 SPA shall not be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or

8.2 Any loss of goodwill or reputation; or

8.3 Any loss suffered due to changes to the BT exchange line resulting in termination or suspension of the service; or

8.4 Any special, indirect or consequential losses or any destruction or loss of data, in any case, whether or not such losses were within the contemplation of the parties at the date of this agreement, suffered or incurred by that party arising out or in connection with the provision of, or any matter under this agreement.

## 9. INDEMNITY

9.1 You agree to indemnify and hold us harmless for all liabilities, loss, claims and expenses that may arise from a breach in these conditions by you and any transmission or receipt of any content or message which you have requested or made using this service.



## 10. PERSONAL DETAILS

10.1 SPA may retain your personal data, and you authorise us to use your personal data for the following purposes:

10.2 For the provision of the service to you;

10.3 To keep a record for a reasonable period after termination of your service;

10.4 For operation and enforcement of these conditions;

10.5 For technical maintenance;

10.6 To transfer it to another company in the event of a sale of SPA;

10.7 For legal compliance;

10.8 It will always be your responsibility to keep the personal data that you provide to SPA up to date.

## 11. BREACH OF CONDITIONS

11.1 We shall investigate any suspected or alleged breach of this agreement. We reserve the right to take any action we deem reasonably appropriate and proportionate to the breach of the agreement.

11.2 If we decide that you have breached the agreement, we will use reasonable endeavours to give you notice of our intention to suspend or end the service. If you fail to remedy the breach or we are unable to contact you we reserve the right to suspend or end the service. If we decide the breach is of a serious nature, this may include jeopardising or compromising the security or integrity of our network and serious breach of our AUP, we reserve the right to suspend the service with immediate effect without giving notice whilst details of the breach are investigated further.

## 12. AMENDMENT OF THESE CONDITIONS

12.1 SPA reserves the right to add and/or amend the conditions at any time. If we amend these conditions you will be notified by letter or e-mail advising of the changes thirty (30) days before the amendment is to take effect. If we have not received any communication back from you within this time you will be deemed to have accepted these changes.

## 13. EXPENSES OF THE COMPANY

13.1 The Customer shall pay to the Company all costs and expenses (so that any legal fees shall be based on an indemnity basis) incurred by the Company in enforcing any of these Conditions, or exercising any of its other rights and remedies under the Agreement, including (without prejudice to the generality) all costs incurred in tracing the Customer in the event that legal processes cannot be enforced at the address last notified to the Company.

## 14. LAW AND ARBITRATION

14.1 This agreement is subject to the laws of England under the jurisdiction of the Courts of England and any alteration to part of the agreement shall not invalidate the remainder. This agreement incorporates the provisions for arbitration if any are available under any Code of Practice issued by the Network operator under the provision of its licence. Copyright © 2005 SPA.