

Smart Connect™

The Link-Connect logo graphic consists of a purple square partially overlapping a blue square, with a light blue square below the purple one. The text 'Link-Connect' is written in white on the blue square.

Link-Connect

Terms & Conditions

Link-Connect® Services Ltd
Link-Connect® House
Bourne Mill Business Park
Guildford Road, Farnham
Surrey, GU9 9PS
0845 366 2300



1 Definitions. In these Conditions unless otherwise stated: "Additional Charges" means any charges payable to the Company for services not included in the Specified Service; "Agreement" means any contract for the provision of Services by the Company to the Customer which incorporates these Conditions; "Charges" means the charges payable by the Customer for the provision of the Services which may vary from time to time; "Company" means Link Connect Services Limited, a company registered in England and Wales under number 03265174 whose registered office is currently situated at Link-Connect House, Bourne Mill Business Park, Guildford Road, Farnham, GU9 9PS; "Commencement Date" means the date upon which the Company confirms acceptance of the Customer's offer to pay for the Services in accordance with these Conditions; "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 the devices provided by Link Connect (and where no specific payment has been made for the equipment itself) for the correct operation of the Specified Service; "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; "Order" means a request made by the Customer to the Company for Services to be supplied subject to these Conditions; "Renewal Period" depends on the Services ordered by the Customer and can range from 3 months to 2 years. "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.

2 These Conditions shall apply to and be incorporated into any Agreement between the Company and the Customer relating to the Services.

3 Subject to any special conditions agreed between the Company and the Customer, for example Special Conditions relating to certain Services, these general Terms and Conditions shall apply and shall prevail over any other term of this Agreement.

4 The Company shall (subject to Clause 7) supply the Services to the Customer as soon as reasonably practicable; (b) the Company shall inform the Customer of any delay in the delivery of the Services as soon as reasonably practicable; (c) the Company shall provide a full refund of the Charges (subject to Clause 7) to the Customer if it is unable to supply the Services within 120 days from and including the Commencement Date of the Agreement, unless otherwise agreed.

5 Risk in any Equipment shall pass to the Customer on delivery; and the Company shall retain ownership of the Equipment for the Duration of this Agreement.

6 The Company warrants to the Customer that the Services will be provided using reasonable care and skill but at all times this will be subject to downtime caused by routine or emergency maintenance by the Customer or occasioned by third parties. The Company will not be liable to the Customer or any third party for any losses whatsoever caused by such downtime.

7 All accounts are payable by Direct Debit on demand. In the absence of demand payment in full for the goods supplied shall be made by the Buyer to the Seller on or before the day following the date of the invoice. The Seller shall also be entitled to charge such reasonable costs as it may incur in recovering any overdue balances.

8 The Company shall be entitled to issue an invoice for the Charges on the Commencement Date or as soon thereafter as is reasonably practicable. The invoice shall be entered into the Customer's administration system and the Customer shall be responsible for checking receipt.

9 The Company shall be entitled to vary the Charges from time to time.

10 If the Charges are not paid in accordance with the Company's invoice, the Company reserves the right to charge a fixed sum of compensation and statutory interest at 8% over BoE base rate on outstanding invoices each only as permitted by Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time. Neither the Company 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. Accounts that are not settled by the due date will be passed to a debt recovery agency and will incur a minimum administration fee of £25.00.

11 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 the Company 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 the Company 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.

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

13 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. The Company 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 the Link Connect Acceptable Use Policy.

14 Link Connect Broadband and other internet access services are covered either by a traffic capacity limit (often referred to as the Data Usage Allowance or Bandwidth Usage Allowance) or, provided on an 'unlimited usage basis' are subject to our Fair Use Policy. Where Services are provided with a Data Usage Allowance Link Connect shall monitor such usage, and where in any one calendar month such usage exceeds the Allowance, Link Connect shall retain the right to levy additional Charges at the prevailing rate for additional bandwidth. Where Services are provided on an unlimited usage basis Link Connect 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 Link Connect reserves the right to levy additional Charges for the additional data usage. Further guidelines are provided in the Link Connect Fair Use Policy, but for guidance, Link-Connect deems any Data Usage above 100 Gigabytes per connection to be excessive.

15 The Customer shall NOT Modify or alter the Equipment without the prior consent of the Company.

16 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.

17 Without prejudice to any other rights of the Company arising from this Agreement or otherwise, the Customer indemnifies the Company against all claims, costs, losses (including direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses), liabilities, expenses, fines and penalties of whatsoever nature made, incurred or imposed as a result of a breach by the Customer of these terms and conditions.

18 To the extent permitted by law, the Company shall not be liable to the Customer 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 Customer. So far as is permitted by law and subject to Clause 6 the Company makes no warranty to the Customer as to the quality of the Services or Equipment or the fitness for purpose of the Equipment and in any event, the Company shall only be liable for material breaches of its obligations under this Agreement and to the extent of 500 GBP per breach.

19 The Company shall have no liability to the Customer in respect of any breach of this Agreement for loss of revenue, business, anticipated savings or profits or any loss of use or value of any equipment or for any indirect or consequential loss howsoever arising, save as set out in Clause 22 below.

20 The Customer must at their own expense return (if required under the terms of this Agreement) the Equipment in good condition.

21 The Company 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 the Company, its employees or agents.

22 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.

23 Once we have provided the service you may tell us to stop providing it at any time by giving us written notice, the period as per your contract with a minimum of 30 days, either by email to accounts@link-connect.com or by fax to 0845 366 2301 or by letter to the address on your last Link-Connect invoice. We can stop providing the service by giving you 30 days' written notice. It is the responsibility of the Customer to ensure that such notice has been received and actioned accordingly by the Company.

24 If within any relevant minimum period you choose to end the service or you cancel your direct debit without contacting us to arrange payment by alternative means we will assume you want to end the service and we may end your agreement for the service. If we do this within the minimum period of your agreement you will have to pay the full balance of charges for the contract period. If you or we end the agreement for the service, we will pay back to you any money we owe you relating to that agreement. We will first take off any money you owe us under that agreement or any other agreement between us.

25 The Company shall have the right to terminate this Agreement without reason upon giving 30 days written notice to the Customer and termination shall occur at the expiry of the notice period.

26 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.

27 The Company 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 15, 16 and 17.

28 On termination or expiry of this Agreement for whatever reason the following provisions shall apply:- (a) the Equipment, which is the subject matter of this Agreement will at the Customer's expense be returned to the Company in good condition if required, and in any event in no worse condition than at the commencement of this Agreement; (b) in the event that the Equipment is not returned by the Customer to the Company in good condition, the Company 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; (c) the Customer shall pay immediately all Charges and/or Additional Charges outstanding under this Agreement to the Company within 14 Working Days.

29 Any Customer buying as a consumer has the unreserved right to cancel this Agreement at no cost and without any reason within 7 days from either: (a) the date the contract is formed; or (b) the date that confirmation that the contract is formed is received from the Company whichever is the later.

30 All notices and complaints including the right of cancellation are to be sent by the Customer to the Company in writing at the Company's address or by sending a fax to the Company at [01252 740870](tel:01252740870).

31 If access to the Services is suspended as a result of downtime caused by routine or emergency maintenance by the Customer the Services shall be reconnected as quickly as practicable after, in the opinion of the Company, such circumstances giving rise to the need to suspend have ceased to exist.

32 Following the suspension of Services (other than for the reasons referred to in Clause 31) the Customer shall be obliged to apply for reconnection of access to the Services but the Company shall not be obliged to reconnect access to the Services. On receipt of an application to reconnect the Company 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 under Clause 25; (b) specify additional reasonable terms required by the Company 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.

33 The Customer will pay any Additional Charges as may be required from time to time by the Company for reconnection to the Services.

34 If the breach or instruction or event which led to the suspension of Services remains or the Customer refuses to accept the additional terms referred to in Clause 32 (b), the Company shall be entitled to terminate without notice:- (a) in the case of non-payment of any Charges or Additional Charges, if such amounts remain outstanding for more than 20 calendar days; or (b) in the case of any other event leading to suspension of access to the Services, if it remains unremedied or additional terms are not accepted within 14 days of the suspension.

35 The Company 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 the Company.

36 All Intellectual Property Rights of the Company in any Equipment and ancillary documentation shall at all times for the Duration Period of this Agreement remain vested in the Company.

37 All information, mail messages and other data stored on the Company'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 the Company's back up services and/or providing the Customer with the Services and/or for the Company's own internal purposes such as market research and/or for compliance with the Company's legal obligations.

38 The Company shall not be liable for any failure in performing its obligations under this Agreement due to circumstances beyond its reasonable control.

39 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 the Company.

40 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 the Company such consent not to be

unreasonably withheld. The Company may on providing notice to the Customer assign this Agreement in part or in whole to any third party.

41 Nothing in this Agreement shall be taken as granting any rights expressly or impliedly whether contractual or statutory to persons other than the Company and the Customer, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

42 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.

43 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.

44 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.