



Service Terms & Conditions

Leased Line Internet and Private Circuits

Rev 2 – June 2016



About Spectrum Internet

Spectrum Internet is an expert in providing superfast and ultrafast internet services. We literally go the extra metres, installing our own infrastructure and trialling new methods of delivering connectivity to bring speeds up to date for businesses and communities across Wales and the South West of England.

As a leading independent Internet Service Provider that transforms how people connect, communicate and collaborate, we continuously work hard to build and maintain a reputation for creating innovative solutions without compromising on service. This has been recognised in the industry through numerous prestigious awards.



Terms and Conditions

1 Definitions

“Acceptable Use Policy” or **“AUP”** means the Spectrum Internet Ltd Acceptable Use Policy relating to the use of Services as modified from time to time.

“Affiliate” means a subsidiary or holding company of either Spectrum Internet Ltd or the Customer and any subsidiary of such holding company (where "holding company" and "subsidiary" have the meanings set out in section 1159 of the Companies Act 2006).

“Agreement” means the Country Specific Terms, these Service Specific Terms, our General Terms and Conditions for Services, the Service Order, the Service Description, and the Spectrum Internet Ltd Acceptable Use Policy when taken together, which in the case of conflict rank in the order of precedence listed above.

“Business Day” or **“Business Hours”** means 08:00-18:00 Monday Through Friday excluding public holidays in the United Kingdom.

“Confidential Information” means all information disclosed by Spectrum Internet Ltd or the Customer to the other party, whether before or after the effective date of this Agreement, that the recipient should reasonably understand to be confidential, including: (i) for the Customer, all information transmitted to or from, or stored on any Managed System, (ii) for Spectrum Internet Ltd, unpublished prices and other terms of service, audit and security reports, product development plans, solution diagrams, data centre designs, and other proprietary information or technology, and (iii) for both parties, information that is marked or otherwise conspicuously designated as confidential. Information that is independently developed by either party, without reference to the other's Confidential Information, or that becomes available to either party other than through breach of the Contract or applicable law, shall not be "Confidential Information" of the other party.

“Country Specific Terms” means the addendum or addenda that may be incorporated into the Agreement if a portion of your Services are to be provided from a non-United Kingdom jurisdiction for which we have special legal terms.

“Customer” means the person, group of persons or other entity whose name and address are set out in the Service Order.

“Customer Information” means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by or on behalf of the Customer by using the Services.

“Domain Name” means a name registered with an Internet registration authority for use as part of the Customer's URL.

“Equipment” means equipment detailed on the Service Order or placed on a Customer Site by Spectrum Internet Ltd for the provision of the Services.

“Internet” means the global data network comprising interconnected networks using the TCP/IP protocol suite.

“LAN” means local area network.



“Managed System” means a combination of hardware, software and networking elements that comprise an information technology system. Depending on the Services being purchased, the Managed System may consist of a dedicated system for the Customer use only, or the right to use certain parts of a shared system that Spectrum Internet Ltd maintains for many customers, or a combination of some dedicated elements and some shared elements.

“Managed Services” means Spectrum Internet Ltd’s provision for your use of the Managed System and related support as described in the Service Description.

“Minimum Service Period” means the minimum period set out in the Service Order beginning on the Operational Service Date.

“Spectrum Internet Ltd” means Spectrum Internet Ltd of Riverside Court, Beaufort Park Way, Chepstow, Monmouthshire, NP16 5UH registered in England and Wales no. 07849485.

“Spectrum Internet Ltd Group Company” means a Spectrum Internet Ltd subsidiary or holding company, or a subsidiary of that holding company, all as defined by section 1159 of the Companies Act 2006.

“Operational Service Date” means the date when a Service is first made available for use by the customer.

“Service” means the Service as Defined in the Service Order

“Service Description” means the written description of the Managed Services specified in the Service Order.

“Service Order” means the form for the supply by Spectrum Internet Ltd of the Services completed by, or in accordance with an order from, the Customer.

“Service Specific Terms” means the Terms and Conditions for the particular Services as listed in the Service Order and as detailed in the Service Description.

“Site” means a place at which Spectrum Internet Ltd agrees to provide the Service.

“Software” means any software provided by Spectrum Internet Ltd to enable the Customer to access or use the Services.

“System Administrator” means a person named by the Customer to be the point of contact with Spectrum Internet Ltd for matters relating to the provision of the Service.

“Third Party information” means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of the Customer, published or otherwise made available by the Customer by using the Service.

“URL” mean a uniform resource locator, which is the full address for a website on the World Wide Web.

“Us” or **“We”** means Spectrum Internet Ltd and references to ‘our’ should be construed accordingly.

“You” means the Customer and references to ‘your’ should be construed accordingly.

2 Commencement

- 2.1 This document sets out the Service Specific Terms and Conditions for Internet Connectivity and Private Circuits provided by Spectrum Internet Ltd. These terms and conditions should be read in conjunction with the General Terms and Conditions for Spectrum Internet Ltd Services and other documents which together make up the Agreement, as defined in Section 1.
- 2.2 The Agreement shall take effect from the date the Service Order is accepted by Spectrum Internet Ltd or the date the Customer first uses the Service whichever of these is earlier, and shall continue in force unless and until terminated in accordance with the Agreement.
- 2.3 Spectrum Internet Ltd's obligation to provide the Service is contingent upon the Customer satisfying a Spectrum Internet Ltd credit check.

3 Provision of Service

- 3.1 Spectrum Internet Ltd will:
 - (a) Provide the customer with the Service on the terms of the Agreement;
 - (b) use reasonable endeavours to provide the Service by the date agreed with the Customer but all dates provided are estimates and Spectrum Internet Ltd has no liability for any failure to meet any date, except as specified in any relevant Service Level Agreement; and
 - (c) provide the Service with the reasonable skill and care of a competent telecommunications service provider.
- 3.2 Spectrum Internet Ltd will use reasonable efforts to provide uninterrupted Service but from time to time faults may occur, which Spectrum Internet Ltd will repair in accordance with the fault repair service detailed in the Service Description and any applicable Service Level Agreements and / or Service Level Guarantees.
- 3.3 Occasionally Spectrum Internet Ltd may:
 - (a) For operational reasons change the technical specification of the Service and/or the codes or numbers used by Spectrum Internet Ltd for the provision of the Service, provided that any change does not materially affect the performance of the Service;
 - (b) Give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided to the Customer or any other customer; or
 - (c) Temporarily suspend the Service because of an emergency or for operational maintenance or improvements. Service will be restored as soon as possible.
- 3.4 Before doing any of these things Spectrum Internet Ltd will give the customer as much notice as possible.
- 3.5 With the exception of the Spectrum Internet Ltd Equipment and the Software, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service. This Agreement does not include the provision of telecommunications services necessary to connect to the Service.

- 3.6 Any internal wiring issues beyond the Network Terminating Equipment (NTE) or, where provided, the Spectrum Internet Ltd managed router as described in the Service Description, is the responsibility of the Customer. There is no obligation on Spectrum Internet Ltd to attend site to address connection issues related to anything beyond the NTE. Spectrum Internet Ltd will provide reasonable instruction to the Customer for carrying out tests to determine if faults lay beyond our NTE.
- 3.7 If Spectrum Internet Ltd attends site at the request of the Customer to troubleshoot a problem which is subsequently shown to be a matter outside of Spectrum Internet Ltd's responsibility under the Agreement, then a charge will apply. Such charges will be at our standard call-out rates and will be advised to the Customer in advance. Spectrum Internet Ltd will not attend site until such potential charges have been agreed with the customer.

4 Spectrum Internet Ltd Equipment

- 4.1 To enable Spectrum Internet Ltd to provide the Service, the Customer will, prior to installation:
- (a) Prepare the Site in accordance with Spectrum Internet Ltd's reasonable instructions, if any;
 - (b) Make available a suitable place and conditions for the Spectrum Internet Ltd Equipment; and
 - (c) Provide at no charge to Spectrum Internet Ltd sufficient electricity to power the Spectrum Internet Ltd Equipment.
- 4.2 After installation is completed it is the Customer's responsibility to restore the condition of the Site, including any redecorating that may be required unless otherwise stated in the Service Order.
- 4.3 The Customer is responsible for the Equipment and must not add to, modify or in any way interfere with the Equipment, nor allow anyone else (other than someone authorised by Spectrum Internet Ltd) to do so. The Customer will be liable to Spectrum Internet Ltd for any loss of or damage to the Equipment, except where such loss or damage is due to fair wear and tear or is caused by Spectrum Internet Ltd, or anyone acting on Spectrum Internet Ltd's behalf.

5 Connection of equipment to the Service

- 5.1 The Customer must ensure that any equipment connected to the Service is used in accordance with any applicable instructions, safety or security procedures.
- 5.2 The customer must ensure that any equipment, which is attached (directly or indirectly) to the Service, is technically compatible with the Service and approved for that purpose under any relevant legislation.

6 Access and Site Regulations

- 6.1 To enable Spectrum Internet Ltd to carry out its obligations under this Agreement the Customer will provide Spectrum Internet Ltd employees, and anyone acting on Spectrum Internet Ltd's behalf, who produces a valid identity card, with access to any Site or any other premises outside Spectrum Internet Ltd's control at all reasonable times. Spectrum Internet

Ltd will normally only require access during its Business Hours but may, on reasonable notice, require the Customer to provide access at other times.

- 6.2 Spectrum Internet Ltd employees and anyone acting on Spectrum Internet Ltd's behalf will observe the Customer's reasonable Site regulations (or regulations pertaining to the relevant premises) as previously advised in writing to Spectrum Internet Ltd. In the event of any conflict between the Site (or relevant premises) regulations and the Agreement, this Agreement will prevail.
- 6.3 Spectrum Internet Ltd and the Customer will meet each other's reasonable requirements for the safety of people on any Site (or relevant premises).

7 Security

- 7.1 The Customer is responsible for the security and proper use of all user ID's and passwords used in connection with the Service and must take all necessary steps to ensure that they are kept confidential, secure and are used properly.
- 7.2 The Customer must immediately inform Spectrum Internet Ltd if there is any reason to believe that a user ID or password has or is likely to become known to someone not authorised to use it or is likely to be used in an unauthorised way.
- 7.3 The Customer must not change or attempt to change a user ID. If a Customer forgets or loses a password or User ID, by contacting Spectrum Internet Ltd and satisfying such security checks as Spectrum Internet Ltd may operate, the Customer will be given a new user ID and password.
- 7.4 If at any time Spectrum Internet Ltd has reason to believe that there is or is likely to be a breach of security or misuse of the Service Spectrum Internet Ltd may:
 - (a) Change the Customer's user ID(s) and password(s) and notify the Customer accordingly; and/or
 - (b) Suspend the Customer's user ID and password access to the Service
- 7.5 The Customer must immediately inform Spectrum Internet Ltd of any changes to the information or account details it supplied when registering for the Service.

8 Use of the Service

- 8.1 The Customer shall only access the Service through the Software or other software as may be permitted by Spectrum Internet Ltd and shall not attempt at any time to circumvent system security or access the source software or compiled code.
- 8.2 The Customer warrants that the Customer Information is, and will remain accurate and will not include any information or material, any part of which, or the accessing or use of which would be a criminal offence or otherwise unlawful. In particular, the Customer warrants that all necessary licenses and consents (including but not limited to those from others of copyrights or performing rights) have been obtained.
- 8.3 The Customer warrants that it will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licenses and any other codes of practise which apply to the Customer or Spectrum Internet Ltd provided that

Spectrum Internet Ltd has given notice to the Customer of those which apply to Spectrum Internet Ltd.

- 8.4 The Service must not be used in a way that does not comply with:
- (a) The terms of any legislation or any license applicable to the Customer or that is in any way unlawful; or
 - (b) any instruction given by Spectrum Internet Ltd under clause 3.3 (b)
- 8.5 The Service must not be used:
- (a) To send, knowingly receive, upload, download, use or re-use any information which is offensive, abusive, indecent, defamatory, obscene, or menacing, or in breach of confidence, copyright, privacy or any other rights;
 - (b) To cause annoyance, inconvenience or needless anxiety;
 - (c) To send or provide unsolicited material (other than to its own customers) or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided by the Customer or any third party.
- 8.6 The Customer must not use a Domain Name or URL, which infringes the rights of any person in a corresponding trademark or name.
- 8.7 The Customer's right to use the Service is personal to the Customer and its authorised users and is non-exclusive and non-transferable. The Customer is not permitted to sell, assign, sublicense or grant a security interest in or otherwise transfer any right in the Service without specific consent in writing from Spectrum Internet Ltd.
- 8.8 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses:
- (a) The Service in contravention of the clauses 8.1- 8.7 (inclusive); or
 - (b) The Service, Equipment or the Software made available to it in any way which, in Spectrum Internet Ltd's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from Spectrum Internet Ltd

Spectrum Internet Ltd may treat the contravention as a breach of this Agreement for the purposes of Section 18.

- 8.9 The Customer must indemnify Spectrum Internet Ltd against any claims or legal proceedings, which are brought or threatened against Spectrum Internet Ltd by a third party because:
- (a) The Service is used in breach of the provisions of this Section 8; or
 - (b) The Service is faulty or cannot be used by that third party.

Spectrum Internet Ltd will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

9 Internet

- 9.1 If the Service enables access to the Internet, the Internet is separate from the Service and use of the Internet is solely at the Customer's risk and subject to all applicable laws. Spectrum Internet Ltd has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.

10 Domain Name

- 10.1 The Customer warrants that it is the owner of, or that it is duly authorised by the owner of, any trademark or name that it wishes to use as its Domain Name and use as part of its URL.

11 LAN Access

- 11.1 If the Customer accesses the Service via a LAN, the Customer is responsible for:
- (a) Providing and maintaining a suitable LAN device (switch or router) capable of interfacing satisfactorily with the Service;
 - (b) Configuration of such a device and
 - (c) The appointment of a System Administrator.
- 11.2 The Customer acknowledges that Spectrum Internet Ltd is not responsible under this Agreement for providing any support whether technical or otherwise, to the Customer's LAN.
- 11.3 Where IP addresses are allocated to the Customer, these are for the use in connection only with the Service and all rights in those IP addresses belong to Spectrum Internet Ltd. The Customer cannot sell them or agree to transfer them to anyone else and must not try to do so. If this Agreement is terminated for any reason the IP addresses will revert to Spectrum Internet Ltd.

12 Charges and Deposits

- 12.1 The charges for this Service will be calculated in accordance with the Service Order and Spectrum Internet Ltd Price List. Charging will begin on the Operational Service Date or otherwise as set out in the Service Order or Service Description. Charges for use of the Service will be calculated in accordance with the details recorded by, or on behalf of, Spectrum Internet Ltd. Value Added Tax will be added to Spectrum Internet Ltd's invoices as appropriate.
- 12.2 Charges are based on all installation works being undertaken during Business Hours. Should the Customer require installation works to take place outside of Business Hours then Spectrum Internet Ltd reserves the right to make additional charges as appropriate. Any such charges would need to be agreed by the Customer before any work outside of Business Hours is undertaken.
- 12.3 Charges detailed in any Service Order are always subject to survey, and additional Excess Construction Charges (ECCs) may be applicable. Where such ECCs are applicable, the Customer must accept these charges before installation works can continue. If the customer does not wish to accept the ECCs then they may cancel this Agreement as detailed in clause 15.1.

- 12.4 The Customer will pay the charges within thirty (30) days of the date of Spectrum Internet Ltd's invoice. Spectrum Internet Ltd may charge daily interest on late payments at a rate equal to 7% per annum above the base-lending rate of Lloyds Bank plc.
- 12.5 The Customer acknowledges that the Customer may be subject to Spectrum Internet Ltd's credit vetting procedures and that Spectrum Internet Ltd may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.
- 12.6 Spectrum Internet Ltd or its nominated third party support provider reserves the right to charge its standard on-site or remote or telephone support fees where support is requested in relation to connectivity problems which are subsequently found to have a cause which is not the responsibility or the fault of Spectrum Internet Ltd in relation to the provision of the Service. Examples include but are not limited to: viruses, malware, PSTN issues, internal wiring problems, computer malfunction, wireless interference, customer configuration changes and problems with third party equipment.

13 Limitation of Liability

- 13.1 Spectrum Internet Ltd accepts liability for late provision and the quality of the Service, other than where caused by an event covered by section 14, but only to the extent stated in this section 13, the Service Order and any applicable Service Level Guarantee or Service Level Agreement.
- 13.2 Spectrum Internet Ltd accepts unlimited liability for death or personal injury resulting in its negligence and clauses 13.3 and 13.4 do not apply to such liability.
- 13.3 Except as stated in clause 13.1 Spectrum Internet Ltd is not liable to the Customer, either in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings, nor for any destruction of data.
- 13.4 Spectrum Internet Ltd's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Agreement is limited to £100,000 for any one incident or series of related incidents and to £1 million for all incidents in any period of 12 months.
- 13.5 The Customer accepts that Spectrum Internet Ltd is under no obligation to edit, review or modify the Customer Information or third party information and that Spectrum Internet Ltd does not examine the use to which the Customer puts the Service.
- 13.6 Spectrum Internet Ltd excludes all liability of any kind in respect of Customer Information, third party Information and any other material on the Internet which can be accessed using the Service and is not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by the Internet.
- 13.7 Spectrum Internet Ltd is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including domain name registration authorities) or for faults in or failures of their equipment.
- 13.8 Each provision of this Agreement excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

14 Matters Beyond the Reasonable Control of Either Party

- 14.1 If either party is unable to perform any obligation under this Agreement because of a matter beyond its reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of either party), or acts of local or central Government or competent authorities, or events beyond the reasonable control of suppliers to either party, that party will have no liability to the other for that failure to perform.
- 14.2 If any of the events detailed in clause 14.1 continue for more than 3 months either party may serve notice on the other terminating this Agreement.

15 Cancellation

- 15.1 The Customer may cancel the Service at any time before the Operational Service Date. If the Customer cancels the Service for any reason other than a refusal to accept applicable ECCs, then the Customer must pay Spectrum Internet Ltd for any work done or money spent in getting ready to provide the Service. Spectrum Internet Ltd will take reasonable steps to mitigate the amount of costs.

16 Termination

- 16.1 Once commenced, this Agreement shall continue until terminated by either party.
- 16.2 The Customer may terminate this Agreement for breach if Spectrum Internet Ltd;
- (a) materially fail to provide the Services as agreed and do not remedy that failure within ten (10) working days of receiving written notice from the Customer describing the failure;
 - (b) materially fail to meet any other obligation stated in the agreement and do not remedy that failure within thirty (30) working days of receiving written notice from the Customer describing the failure
- 16.3 Spectrum Internet Ltd may terminate the Agreement for breach if;
- (a) the information provided by the Customer for the purposes of establishing the Services is materially inaccurate or incomplete;
 - (b) the individual signing the Agreement or Service Order did not have the legal authority to enter into the Agreement on behalf of the Customer;
 - (c) the payment of any invoiced amount relating to the Services is overdue and the Customer does not pay the overdue amount within four (4) Business Days of Spectrum Internet Ltd's written notice to the Customer;
 - (d) the Customer fails to comply with any other obligation stated in the Agreement and does not remedy the failure within thirty (30) days of Spectrum Internet Ltd's written notice to the Customer describing the failure;
 - (e) the Customer breaches any provision of the Acceptable Use Policy more than once even if each breach is remediated; or
 - (f) any other agreement the Customer has with Spectrum Internet Ltd for other Services is terminated for breach of the acceptable use policy applicable to that service.

- 16.4 Either party may terminate the Agreement with immediate effect on written notice if the other (or it is reasonably believed that the other) is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or contravenes a meeting of its creditors or has a receiver or manager or an administrator appointed (or an application is made to the court for the same) or ceases for any reason to carry on business or takes or suffers any similar action which means that it may be unable to pay its debts.
- 16.5 Either party may terminate the Agreement by giving three calendar months' notice in writing to the other.
- 16.6 If the Customer terminates the Agreement during the Minimum Service Period, the Customer must pay Spectrum Internet Ltd the termination charges equating to 100% of the charges for the remainder of the Minimum Service Period.

17 Changes to the Agreement

- 17.1 If the Customer asks Spectrum Internet Ltd to make any changes to the Service, Spectrum Internet Ltd may ask the Customer to confirm the request in writing. If Spectrum Internet Ltd agrees to a change, this Agreement will be amended from the date when Spectrum Internet Ltd confirms the change in writing to the Customer.
- 17.2 Spectrum Internet Ltd may increase the amount payable by you for any Services and/or Equipment by giving you one month's calendar notice in writing after the expiry of the Minimum Service Period.
- 17.3 Charges for Services which are subject to a Minimum Service Period of more than three calendar months shall remain unchanged during their applicable Minimum Service Period unless;
- (a) Spectrum Internet Ltd can reasonably demonstrate that the cost of providing the Services has increased because of a change by a third party supplier. Any such increase in our charges will not exceed the increased cost incurred by us in providing the Service. We will give thirty (30) calendar days' notice of such change; or
 - (b) the cost of providing the service increases to comply with any legal or regulatory obligation, decision or request. We will give thirty (30) calendar days' notice of such change, save where our compliance with that legal or regulatory obligation requires a shorter period of notice or no notice.
- 17.4 Spectrum Internet Ltd reserves the right to modify the terms and conditions of this Agreement. Where this happens we will notify you in advance before the changes to the terms and conditions take effect. The reasons we may make changes include, but are not limited to;
- (a) complying with any legal or regulatory obligation, decision or request;
 - (b) changing the conditions relating to a Service in order to reflect contractual changes imposed upon us by our Suppliers;
 - (c) introducing new products, improved Service features, variations that are necessary by virtue of any new law or regulation or as required by any regulator or other competent authority;

- (d) introducing process changes (including changes to the Acceptable Use Policy), provided that they are not to your detriment;
 - (e) maintaining the integrity or security of the Service or any network;
 - (f) improving clarity, or making corrections to typographical errors;
 - (g) changing the processes and procedures detailed in any Service Description
- 17.5 Spectrum Internet Ltd will endeavour to notify the customer of any change at least thirty (30) calendar days before it happens, save where our compliance with any legal or regulatory obligation requires a shorter period of notice or no notice.
- 17.6 In respect of changes to this Agreement made under clause 17.4 such changes shall not require a new Agreement to be signed by the Parties and shall take effect at the expiration of such notice as is provided by clause 17.5.
- 17.7 Spectrum Internet Ltd may from time to time make test or trial services and/or promotional offers (“Offers”) available. Such Offers may be subject to specific terms and conditions (“Promotional Terms and Conditions”). Promotional Terms and Conditions may require a variation to this Agreement in which case the Customer will be deemed to have accepted such variation on their acceptance of the Offer. Unless otherwise stated in the Promotional Terms and Conditions, an Offer may be amended or withdrawn by Spectrum Internet Ltd at any time and without notice. For the avoidance of doubt Spectrum Internet Ltd are not obliged to include the Customer in any Offer made to other customers. Unless expressly permitted under the terms of a specific promotional offer, current and former customers, under the same or any other identity, are ineligible for any promotional offer reserved for new customers.

18 Assignment

- 18.1 Neither party may assign or transfer any of their rights or obligations under this Agreement without the written consent of the other, except that Spectrum Internet Ltd may assign its rights or obligations (or both) to a Spectrum Internet Ltd Group Company without consent.
- 18.2 Spectrum Internet Ltd may use third party service providers to perform any or all parts of the Services, but Spectrum Internet Ltd remains responsible to the Customer under this Agreement for services performed by its third party providers to the same extent as if Spectrum Internet Ltd performed those services itself.

19 General

- 19.1 These Terms and Conditions are Service Specific Terms as defined in Section 1 above and should be read in conjunction with the Spectrum Internet Ltd General Terms and Conditions and other documents as defined in “Agreement” in Section 1.
- 19.2 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision omitted.

20 Law and Jurisdiction

This Agreement is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the Courts of England and Wales except that Spectrum Internet Ltd may seek to enforce any judgement anywhere in the world where the Customer may have assets. Both parties agree that they will not bring a claim under the Agreement more than two (2) years after the event giving rise to the claim occurred.



Spectrum Internet Ltd

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