

Please note: From 1st October 2012, any ADSL Broadband service sold by TurnKey I.T Solutions Limited (currently Advanced Broadband, Premier Broadband and Premier Plus Broadband – exact package configurations and names may change from time to time) will incur a minimum initial contract period of 12 months. This means that if you order a TurnKey I.T Solutions Ltd. ADSL Broadband service and you wish to terminate the contract prior to the expiry of the minimum initial contract period, you will be required to pay the charges associated with the remaining portion of that period.

1 Who are TurnKey I.T Solutions Ltd.?

TurnKey I.T Solutions Ltd. ('TurnKey') is a provider of various Internet services, registered in England and Wales (Company no. 8641814 and VAT no: GB 987682935). Our registered office and principal place of business is at 5 Ferry Lane, Lympsham, Somerset, BS24 0BT.

2 What is the effect of these terms and conditions?

These terms and conditions and any applicable TurnKey Charges (altogether the 'Terms') set out the legal relationship between you and TurnKey.

These Terms set out the basis on which TurnKey will provide goods and services to you. 'Services' will include (as applicable) TurnKey's broadband Internet connection and access, router and associated cables and filter(s) lease services, email account and web hosting services, IP address services, firewall services, maintenance and support services, and such other services as are agreed in your order or as TurnKey may agree to provide you from time to time.

You agree, either by ticking the box next to 'I accept the Terms and Conditions' on our website or by signing an order (when it is not possible for you to place or confirm an order online) or upon delivery of the relevant Terms to you, to be bound by these Terms.

3 Are there any particular definitions used within these terms?

Yes – they are currently as follows:

"Annex M" means a conventional type of Broadband service offered by TurnKey;

"Broadband" means, generally, the Service offered by TurnKey which allows You high data rate Internet access and specifically includes MPF and Annex M circuits but, for the avoidance of doubt, excludes our Ethernet First Mile (EFM) or Fibreline circuits;

"Circuit Cessation Charge" – A fee paid by You to TurnKey for the cancellation of an MPF circuit, currently £38.64 if You cancel the service within 12 months of the date on which the circuit is installed and £17.00 for later cancellation;

"Data" means information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form;

"Fee or Fees" mean fees for Broadband products and/or services owed by You to TurnKey in accordance with clause 9;

"MPF" means Metallic Path Facilities – a type of Broadband service offered by TurnKey;

"Website" means our web presence at www.TurnKey.com and other locations at which we advertise from time to time;

"You" means the end user of TurnKey's Broadband service.

4 How do you order TurnKey's services?

All of TurnKey's Services are available by ordering online and you place an order with TurnKey by following the online order process or either by calling our sales team and placing a telephone or email order (although after the TurnKey sales team creates your online account you will still need to provide payment details and confirm your acceptance of these Terms online before your order is accepted) or filling in and submitting a written order form (when it is not possible for you to place an order online). You must be at least 18 years old when you place your order with TurnKey.

If you wish to migrate to TurnKey's Services from another provider you should request a Migration Reference Code ("MAC key") and, provided that the MAC key is compatible with TurnKey's Services, you should enter your MAC key online when you place your order and the order will proceed as set out in these Terms without any disruption in your broadband service. If you are unable to obtain a MAC key from your current provider you will have to cancel your current service contract before you can order TurnKey's Services and this will lead to an interruption in your broadband service until you can be connected to TurnKey's Services. Please note that your current provider may charge cancellation fees or other charges in connection with the termination of your current service contract.

When ordering TurnKey's Services, you must provide a valid email address and you are responsible for maintaining and regularly checking this email address. You can update details of your email address in the online member centre. TurnKey will use this email address to contact you for all purposes under these Terms.

Once you have placed your order, we'll send you an email confirming that it has been received. Do bear in mind that by placing your order you are making an offer to enter into a contract with TurnKey for the purchase of the relevant Service from TurnKey under these Terms, the terms of your order, and any other terms specified by us. TurnKey will acknowledge receipt of your order and contact you if we are able to accept your offer. Upon acceptance you enter into a contract with TurnKey for the purchase of the particular Service.

You agree to TurnKey immediately starting work on the technical and operational elements required for the provision of the Services upon the issuance of TurnKey's order acceptance. At the time of acceptance we will provide you with further details of when we expect to be able to process your order and connect you to TurnKey's Broadband network. Also, please be advised that by placing an order online, you agree that TurnKey, or third parties acting on our behalf, may carry out credit checks on you using the information that you provide.

5 What equipment does TurnKey provide?

TurnKey will provide you with a welcome pack (where appropriate if purchased or included as part of a package), including a wireless router, adaptor, cables and filter(s) (the 'Equipment'). TurnKey agrees to loan the Equipment to you for as long as you continue to

receive the Services under these Terms. The Equipment remains the property of TurnKey and you will need to take good care of the Equipment while it is loaned to you.

Upon termination of your contract, the Equipment must be returned to: 5 Ferry Lane, Lympsham, Somerset, BS24 0BT. Any Equipment not returned to us will be subject to a fee of £40 (we'll assume you like it so you want to keep it, and we naturally need to be reimbursed for its replacement cost). The charge will be made to your direct debit bank account, or card.

Please note that if you choose to keep any Equipment after we stop providing Services, it is supplied to you 'as is', without warranty and we are not able to support it via our means of communication with our customers.

If your TurnKey router is faulty, TurnKey will repair or replace it, providing the fault is not caused by abuse or negligence while in your care. Replacement items of Equipment are available on payment of the applicable replacement items fee(s) details of which can be found on our website. You will need to return any faulty or replaced items of Equipment to TurnKey at the address shown in the paragraph above. Do bear in mind that while the TurnKey router is on loan, you are only permitted to use it to connect to the TurnKey network, or a network approved by TurnKey.

6 Will you get a static IP address?

You will receive a number of static IP addresses as chosen at signup subject to availability, but the IP address will be re-assigned to TurnKey or to another TurnKey customer if your Internet Service is disconnected or terminated for any reason.

7 How do you get connected?

Usually, with the minimum of fuss. Providing you have a serviceable BT phone line, connection takes place in the BT exchange and there should be no reason for a BT engineer to visit your premises. However, if a BT engineer does need to attend your premises for any reason, either prior to connection or during the contract period, then BT's own charges will apply. Obviously you agree to provide any reasonable cooperation and assistance that may be required to get you connected.

Please be advised that when connecting your phone line to TurnKey's Service, there may be a temporary loss of telephone services or other telecommunications services. TurnKey will do everything possible to keep this disruption to a minimum but will not be responsible for any resulting damage, loss or costs caused.

We'll try to make sure that you get the fastest broadband Internet connection possible, but the actual speed will depend on your line (for example, the distance of your premises from the BT exchange (which is the most important factor), the quality of your copper line and environmental line noise will all impact your actual speeds), so we cannot guarantee that

your connection will reach any specific speeds.

You may transfer from our Broadband product to another Broadband product at any time by requesting a transfer online from the portal or in writing (by email, fax or letter) whether before or after your Service has been activated.

If after receiving or accepting your order TurnKey cannot provide you with the Service, TurnKey will notify you. Your contract will terminate and any Charges you have paid will be refunded to you as a credit to the payment card or your bank account and any direct debit will be cancelled.

Please also be advised that TurnKey has the right to terminate your contract without liability after confirmation of acceptance has been sent but before you have been connected (i) if you fail a credit check, (ii) if we're not able to provide TurnKey's Services to your premises by the expected connection date for any reason or (iii) if you are not in a geographical area covered by TurnKey. If TurnKey ends your contract before connection (other than as a result of your own act or omission), any Charges you have paid will be refunded to you as a credit to the payment card or your bank account.

In the unlikely event that we send you an email confirming a connection date, but do not actually connect your Service for more than one (1) month after this confirmed connection date (other than as a result of your own act or omission), you are entitled to end your contract with TurnKey by sending a cancellation notice in writing. If you do so, any Charges you have paid will be refunded to you as a credit to the payment card or your bank account. If you want to end your contract before you are connected for any reason you may do so, but you must agree to pay TurnKey all connection Charges incurred and you will need to choose whether to receive twelve (12) months of Services (and pay all Charges for the twelve (12) month period) or instead choose to pay the express cancellation administrative fee of £50 to terminate your contract. In the case of MPF, the relevant Circuit Cessation Charge(s) (see below) will also apply.

While you're connected to the TurnKey Broadband network, you'll need to keep your current telephone line provider. If you change your telephone line provider you may not be able to continue receiving TurnKey's services, so please check with us before you cancel your phone line. If you change your telephone line provider and we can't provide the Services to you on your new line, then our usual termination provisions will apply (see 'What is the contract period and how does it end?').

If your current phone line is disconnected for any reason, we will need to charge you a reconnection fee of £40 (as we will be required to pay a fee for reconnecting you). If you change the details of the account for your nominated BT phone line and this leads to BT disconnecting your line then you will need to pay a reconnection charge to reactivate your Services. If your TurnKey Service is suspended for failure to pay TurnKey's Charges, we will need to charge you a reactivation fee of £10.

8 What is the contract period and how does it end?

Our contract for an ADSL broadband service is subject to a minimum initial period of 12

months which starts on the date of our acceptance email, and your Service starts on the date that you are connected to our Service in your local BT exchange. After the initial minimum contract period of twelve (12) months has elapsed, you can terminate your TurnKey contract at any time without paying any cancellation fees, providing you give us one (1) months' notice of termination. However, if you wish to terminate your account with less than one (1) months' notice, there's an express cancellation fee of £50. Service will be terminated two (2) weeks after receipt of your express cancellation notice. For the avoidance of doubt, the cancellation of an MPF circuit attracts an additional Circuit Cessation Charge as explained below.

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Any ADSL Broadband service ordered from TurnKey before 1st October 2012 shall have a minimum initial contract period of 3 months and shall be unaffected by the change described above.

If you wish to cancel your TurnKey service please call our dedicated cancellation team on 01934 440030.

TurnKey may terminate your contract or suspend Services if:

You don't pay us, by the due date, any money you owe us; or

You misuse our Service (see our acceptable usage policy)

Either you or TurnKey may terminate your contract by giving thirty (30) days' written notice to the other if:

If there has been a material breach of these Terms by the other party (and this isn't remedied within thirty (30) days of a written notice notifying the breach)

If an event, outside its reasonable control, prevents continued provision of the Services for more than thirty (30) days

If the other is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986); or becomes insolvent or bankrupt; or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or makes an application to a court of competent jurisdiction for protection from its creditors generally; or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally; or is subject to any analogous event or proceeding in any applicable jurisdiction; or By TurnKey only, without cause

If TurnKey is entitled to suspend your Service then all Charges for your Service will remain payable by you notwithstanding such suspension. If TurnKey is entitled to terminate your

Service (other than without cause), then TurnKey will be entitled to charge you for the Charges which would have been payable to TurnKey as if you had provided us with a termination notice on the date of such termination.

9 What are TurnKey's payment terms and charges?

Fairly straightforward. You have a responsibility to pay the fees that apply to the Services you're receiving from TurnKey (the 'Charges'). These Charges are payable from the day that BT confirms that connection is complete. Recurring Charges will be collected in advance, while one-off fees will be collected in arrears. Our billing dates fall on the first weekday occurring at the beginning of each calendar month.

Our Charges include the following fees:

TurnKey connection fee - One-off Charge, paid at the time of activating your account

TurnKey wireless router fee - Paid if the router (equipment) is not included as part of a package

TurnKey cancellation fee - Paid if costs have already been incurred by TurnKey in processing your order, if you cancel your order before the Services connection date, on top of any actual costs of providing the Services

TurnKey express cancellation fee - An administrative fee paid if you wish to terminate your contract with TurnKey for Broadband services prior to the expiry of the minimum twelve (12) month term.

TurnKey Circuit Cessation Charge – A fee paid for the cancellation of an MPF circuit, currently £38.64 if You cancel the service within 12 months of the Circuit Delivery Date (the date on which the circuit is installed) and £17.00 after 12 months of the Circuit Delivery Date. These charges may vary from time to time.

TurnKey reconnection fee - Paid if your current phone provider has disconnected your line

TurnKey reactivation fee - Paid if your account has been suspended because of failure to pay TurnKey for Services

TurnKey accepts payment by direct debit, or a TurnKey approved debit or credit card which you must register with TurnKey during the online order process. If your account or card details change you must notify TurnKey immediately to ensure continuity of your Services. It is possible to change the direct debit, debit or credit card details you have provided online in our online billing centre. Please note that TurnKey will apply for pre-authorisation of the Charges before the due date of any payment (for example, on the date you place your order in respect of initial Charges and two (2) days before any other payment is due) and your card provider may reserve that amount from the balance in your account on the date the pre-authorisation is made. Actual payments are generally deducted from your account approximately three (3) working days prior to the activation date notified to you (for the first payment only) and otherwise on the working day closest to the first day of the month.

If you choose to pay by direct debit, you must pay from your own account and will be asked to provide your Direct Debit details (bank account number, sort code, name of bank, name of account holder). You authorize your bank to disclose to us, and under strict obligations of

confidentiality, to our subcontractors and agents, details about your bank account in so far as is necessary in connection with your agreement with us and to inform us if your Direct Debit Authority is terminated at any time. If a direct debit payment fails, we may contact you to arrange payment of the Charges by another means (eg credit card or debit card) and you may be liable to pay interest under this Agreement. If we cannot contact you after a failed direct debit payment, we may suspend or terminate the Services and this Agreement without further notice.

Please also be advised that TurnKey reserves the right to change prices at any time, by giving you notice in writing which will include sending an email to the email address you provide to TurnKey during the order process or which you subsequently update in the portal.

All invoices will be issued and held on the TurnKey website in the billing or portal area. You will need your master user Email address and password in order to access the billing or portal area. TurnKey will email you to notify you when a new invoice has been issued and you are responsible for viewing and taking copies of these invoices. You must pay TurnKey all sums due to TurnKey in full and you cannot deduct or withhold any part of the sums you owe us, except as permitted by law.

Please be advised that in the event of TurnKey not receiving full payment for Services provided, TurnKey have the right to suspend or terminate your Services and take any steps necessary to recover the amount due (including any costs incurred collecting the funds owed).

All prices shown on our product pages are exclusive of VAT and our invoices show VAT payable as a separate item on each invoice. In any event you are liable to pay VAT on all Services provided.

10 What happens if there are Service interruptions?

TurnKey will take reasonable measures to rectify any interruptions in the Services that we provide. However, TurnKey cannot be held responsible for disruptions caused as a result of war, strikes, natural disasters or other 'acts of God' and shall not be liable for any delay or failure in the performance of its obligations to the extent that such delay or failure is attributable to matters beyond its reasonable control.

TurnKey may need to make changes to its network or the technical specification of a Service or may need to suspend provision of the Services for operational or technical reasons. TurnKey will use all reasonable endeavours to notify you in advance of such changes or suspension if it materially affects your Services. Obviously we'll do everything which is reasonably in our power to minimise the effect of these disruptions on you.

It is technically impossible for TurnKey to provide a fault-free Service at all times. But, we're committed to providing you with a Service that has as few disruptions as possible.

If TurnKey reasonably believes that you are using the Services in breach of your obligations (see 'What are your obligations'), including use of the Service in breach of the 'Fair and acceptable usage policy', we may without liability or further notice suspend Services or in certain circumstances terminate your contract (see above).

11 What happens if you move premises?

If your new premises are in an area that's covered by TurnKey's broadband service, the Services will need be moved to your new premises, but a connection fee will need to be paid. This is because we will need to get BT to physically connect your new premises to our network in your new exchange (and we are charged for this).

If TurnKey is unable to provide Services to your new premises, then our standard cancellation terms of either one (1) month's notice (after the first 3 months period of Service) will apply.

12 What are your obligations?

You agree that you will comply fully with your obligations under these Terms, and at all times:

- Comply with the terms set out in TurnKey's 'Fair and acceptable usage policy' (as published on TurnKey's website from time to time) and ensure that any others using TurnKey's Services via your account comply with the 'Fair and acceptable usage policy' too

- Keep your security information safe and tell TurnKey immediately if you become aware of any improper disclosure of your security information or unauthorised use of the Services through your account

- Provide accurate information to TurnKey (especially during the ordering process) and ensure that this information is always kept up to date and accurate

- Ensure that your equipment and software complies with all applicable laws and standards and that you have any necessary licenses before you use it to connect to the TurnKey network and ensure that your equipment and software is compatible with our Equipment

- Only you control the content you upload or download using the TurnKey network. We have no responsibility for any such content

- Comply with these Terms (and if you opt to use our optional email and webhosting services, with the additional terms and conditions which apply in addition to these Terms (see link)) and any reasonable instructions TurnKey gives you.

- Indemnify TurnKey against all losses, liabilities, costs (including legal costs) and expenses which TurnKey may incur as a result of any third party claims against TurnKey arising from, or in connection with your use or misuse of the Services or breach of these Terms

- All amounts due to TurnKey shall be paid in full (without deduction or withholding except as required by law) and you shall not be entitled to assert any credit, set-off or counterclaim against TurnKey in order to justify withholding payment of any such amount in whole or in part

From time to time, TurnKey may (without notice to you) review, record or check your use of TurnKey's Services where TurnKey is required to do so to ensure compliance with any laws or regulations or where ordered to do so by any court or other body or authority with the power to require such monitoring and for our own internal purposes to ensure compliance with these Terms and the 'Fair and acceptable usage policy'.

You further agree to use TurnKey's Broadband service subject to the following terms:

You must refrain from transferring any illegal material or engage in unlawful activities via your use of the service.

You must refrain from sending menacing, offensive, defamatory, obscene, indecent or abusive messages or telephone calls whilst using the services.

You must not use or permit the usage of the services in a manner that is inconsistent with any and all applicable laws and regulations.

You must not make available or upload Data via your use of the Services that contain a virus, worm, trojan or other malicious Data or download any disabling or harmful devices.

You must not use the Services to send bulk unsolicited commercial emails or telephone calls.

You warrant that your use of the Services will not infringe any third party intellectual property or other rights.

You must not embark on any course of action, whether by use of your website, telephone or any other means, which may cause a disproportionate level of activity (for example, causing mail bombs, denial of service attacks or encouraging large numbers of inbound phone calls) without providing us at least seven day's prior notice in writing. If You give notice or we otherwise become aware of such disproportionate use we may:

move your service to a dedicated service and charge our then current rate as detailed on our Website; or

terminate some or all of the Broadband services forthwith.

13 What are the limitations of TurnKey's responsibility?

Nothing in these Terms shall restrict or exclude either party's liability for fraud or for death or personal injury caused by it or its employees' or agents' negligence.

Except as expressly set out in these Terms, TurnKey are not liable to pay damages for any losses caused by use of the Services or delays or interruptions. TurnKey are not liable to pay damages if anyone else, other than a paying member, gains access to that member's connection to the TurnKey Service, that member's computer and other related equipment or gains access to, destroys or distorts any data or information held by TurnKey.

TurnKey is not responsible for any goods or services supplied in a separate agreement with another supplier, even if access to these goods or services is through TurnKey's network.

Except as set out in this section and the section called 'What are your obligations?' and except for the requirements for you to pay all Charges owing to us under this contract, neither party's aggregate liability to the other party with respect to this contract for any

claims arising in any calendar year (whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise) shall exceed 100% of the Charges due in that calendar year.

Neither of us will be liable to the other for any economic loss including, without limitation, any loss of profits, anticipated savings, business, contracts, revenue, time or goodwill or loss of data whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise or the cost of procuring substitute goods or services provided that doesn't include:

- Charges payable

- Claims for any damage to your tangible property, caused by the negligence or otherwise by any act or omission of ours, our employees, agents or subcontractors, whilst on your premises

You shall at all times be under a duty to mitigate any losses suffered by you.

Each provision of this section is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this clause is held inapplicable or unreasonable.

There are no representations, warranties, terms or undertakings, except as expressly set out in these Terms and any others are expressly excluded, whether express or implied, statutory or otherwise.

14 Is there anything else?

You and TurnKey agree that neither of us relied on any statement we made to each other before entering into this contract. And we both waive any remedy which would otherwise be available in respect of any untrue statement (unless made fraudulently) before this contract was in force.

TurnKey may assign your contract or any Service TurnKey provides to you to a third party, provided TurnKey gives you notice and obtains your consent (not to be unreasonably withheld, conditioned or delayed) if the assignment may have a negative effect on the Services TurnKey provides to you. You may not assign this contract or the benefit of any Service TurnKey provides to you.

Any failure or delay by TurnKey in exercising or enforcing any rights or benefits granted by these Terms won't be deemed to be a waiver of any such right or benefit nor will it prevent TurnKey from exercising or enforcing any such right or benefit or any other right or benefit on any other occasion.

If a court arbitrator or any government agency stipulates that any part of these Terms is unenforceable, the remaining Terms will still be valid and enforceable.

These Terms do not create any rights for, or enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

The Terms shall be governed and construed in accordance with English law and you and

TurnKey submit to the non-exclusive jurisdiction of the English courts.

The Terms set out the entire agreement between you and TurnKey relating to the provision of the Services to you including all intended rights and obligations and supersede any and all previous agreements and understandings between you and TurnKey with respect to such provision.

15 How will we contact each other?

You may contact TurnKey by sending a message through the contact us part of the website, by sending an email, by calling our sales and customer services telephone numbers and any important communications (including any notices or other communications required under these Terms) should additionally be sent by post to the address shown on the contact us page.

TurnKey will contact you at the email address that you provide (as set out in the 'How do you order TurnKey's Services?' section) or which you subsequently update in the customer portal by sending alerts to the UK mobile phone number or alternative email address you provide to TurnKey for this purpose.

16 Will any of this change?

Over time, this is possible. TurnKey may change these Terms from time to time by notifying you of the revised Terms and should any of these Terms change, we will inform you of these changes by email.