

- 9.13 Notwithstanding Clause 9.12 above, **Telewest** shall have no liability for any change to any IP address (including without limitation a fixed IP address):
- 9.13.1 where **Telewest** is upgrading or maintaining the **Telewest System** or for any operational reason, provided that **Telewest** shall use reasonable endeavours to give **You** not less than 30 days notice of such change;
- 9.13.2 without notice, where the identity of the IP address is affected by any change in configuration or functioning of the **Customer Apparatus** or any other action taken by **You**.
- 9.14 **Telewest** reserves the right without notice to disconnect the **Service** and suspend and/or terminate the **Agreement** where it reasonably believes that **You** are in breach of Clause 9.11.
- 10. Supplemental Terms**
- 10.1 Where the provision to or use by **You** of the **Service** is governed by **Supplemental Terms** **You** agree to be bound by such **Supplemental Terms** and, subject to Clause 1.4, such **Supplemental Terms** shall be deemed to form part of the **Agreement**.
- 11. Linked Sites**
- 11.1 The **Blueyonder Workwise Website**, **Telewest Website** and/or **Service** may provide access to **Linked Sites**. Such **Linked Sites** are not under the control of **Telewest** and **Telewest** shall have no liability whatsoever for the contents of any **Linked Site** (including without limitation any link contained in a **Linked Site**). **You** are responsible in all circumstances for determining the suitability, legality or lawfulness of accessing, viewing or downloading any material or services from **Linked Sites**.
- 11.2 Any dealings, transactions or promotions (in this Clause "**Transaction**") whatsoever with **Third Parties** (including advertisers) included within or accessed via the **Blueyonder Workwise Website**, the **Telewest Website** and/or **Service** and any terms, conditions, warranties or representations associated with such **Transactions**, are solely between **You** and such **Third Party**. **Telewest** will in no circumstances be a party to such **Transactions** and will in no circumstances be liable whether in contract, tort (including liability for negligence), or otherwise for any loss, cost or damage incurred by **You** arising out of or in relation to the **Transaction** or attempt to enter into a **Transaction**. **You** shall be responsible in all circumstances for viewing and abiding by any acceptable use policy and/or terms and conditions relating to the use of such **Linked Sites**.
- 12. Compliance with Law**
- 12.1 **You** must not, in violation of any law or regulation enforceable in the United Kingdom, post, publish, upload, distribute, transmit, re-transmit or store material on or through any of **Telewest's** systems, services or products or those of any member of its **Group**.
- 12.2 By posting, uploading, inputting, providing or submitting material to any website contained in the **Blueyonder Workwise Website** or the **Telewest Website** **You** warrant and represent that **You** own or otherwise control all of the rights to such material.
- 13. Disclaimer PLEASE READ CAREFULLY**
- 13.1 **Telewest** does not control or endorse the content, views, messages or information found in any **Communication Service** and, therefore, specifically disclaims any liability whatsoever with regard to the **Communication Service** and any losses or damages whatsoever incurred by **You** as a result of the use thereof.
- 14. Limitation of Liability PLEASE READ CAREFULLY**
- In addition to the provisions relating to the limitation of **Telewest's** liability for loss or damage in **Telewest's Standard Terms and Conditions**:
- 14.1 Without prejudice to the generality of Clauses 12.1. to 12.9 of **Telewest's Standard Terms and Conditions** **Telewest** excludes all liability for loss or damage to **You** or **Your** business due to unauthorised access, breach of security or attack, via the **Internet** and/or the **Service** or otherwise to **Your** business systems, data, information or other materials. It is **Your** sole responsibility to protect yourself in such manner as **You** think fit from such unauthorised access, security breach or attack.
- 14.2 **Telewest** excludes all liability in relation to and does not warrant the accuracy, content, quality, completeness, fitness for purpose or legality of any information or services accessed using the **Service** and/or the **Portal**. **Telewest** excludes all liability of any kind for the transmission or the reception of or the failure to transmit or to receive any material of whatever nature.
- 14.3 **Telewest** does not warrant the availability of the **Portal** and/or **Third Party Services** and shall have no liability whatsoever in relation to such availability or otherwise. The accessing and provision of information and **Third Party Services** via the **Service** shall be subject to such **Third Parties'** terms and conditions if any. **You** shall be liable for compliance with those terms and conditions and **Telewest** shall have no liability whatsoever in relation to any **Third Party Service**.
- 14.4 The information, **BYWJW Software**, products and services (and related graphics) included in or available through the **Blueyonder Workwise Website**, the **Telewest Website** and the **BYWJW Service** may include inaccuracies or typographical errors. Changes to the **Blueyonder Workwise Website**, the **Telewest Website** and **Service** are made from time to time. **Telewest** makes no representations and gives no warranties (including implied warranties) whatsoever relating to the suitability, reliability, availability, accuracy, timeliness, merchantability, fitness for a particular purpose, lack of viruses or other harmful components of the information, **BYWJW Software**, products and **Service** (and related graphics) contained in or available via the **Blueyonder Workwise Website**, the **Telewest Website** or the **Service**.
- 14.5 **Telewest** shall have no liability whatsoever for any threatening, defamatory, obscene, offensive or illegal content of a **Third Party** website or for the conduct of any **Third Party** or any infringement of a **Third Party's** rights. **Telewest** shall have no liability whatsoever for any content sent using and/or included in the **Blueyonder Workwise Website**, the **Telewest Website** or the **Service** by any **Third Party**.
- 15. Duration and Termination PLEASE READ CAREFULLY**
- 15.1 Clause 14.1 of **Telewest's Standard Terms and Conditions** shall not apply to **Service**.
- 15.2 In relation to a particular **Service** the **Agreement** shall come into effect on the earlier of the dates:
- 15.2.1 **You** sign the **Order Form**; or
- 15.2.2 **You** click the "ACCEPT" (or equivalent) button or **You** complete any other acceptance procedure after having loaded the **BYWJW Software**; or
- 15.2.3 **You** start using the **Service**; or
- 15.2.4 the date the **Service** is available to **You**.
- In addition to the definition of "**You**" in Clause 1.1 of **Telewest's Standard Terms and Conditions**, in this Clause 15.2 "**You**" shall include any **Telewest** representative who is installing the **Service** for **Your** use.
- 16. Variation PLEASE READ CAREFULLY**
- In addition to the provisions contained in Clause 17 of **Telewest's Standard Terms and Conditions**:
- 16.1 Notwithstanding the provisions relating to notices in **Telewest's Standard Terms and Conditions**, notice of variations to the **Agreement** may be given by **Telewest** by posting such variations on the **Blueyonder Workwise Website** and/or the **Telewest Website** both of which **You** must therefore check regularly.
- 16.2 **Telewest** may at any time improve, modify or otherwise alter the **Service** in the event that:
- 16.2.1 **Telewest's** suppliers' services are altered so as to affect the provision by **Telewest** of the **Service**;
- 16.2.2 in **Telewest's** reasonable opinion the **Service** should be altered for reasons of quality of service or otherwise for the benefit of **Telewest's** customers as a whole;
- 16.2.3 technical or regulatory reasons so require.

Customer Services: Telewest Limited, Business Customer Service, Communications House, 1 Chippingham Street, Sheffield S9 3SE

Tel: 0800 953 1800

Blueyonder Workwise Services

Special terms – version 2

Important Advice: These Special Terms apply to Telewest's Blueyonder Workwise Services. They must be read in conjunction with Telewest's Standard Terms and Conditions. You will be bound by the standard and special terms and conditions relating to Telewest's Blueyonder Workwise Services and You are strongly advised to read them carefully and to check the Blueyonder Workwise and Telewest Websites regularly for any variations to the standard and special terms and conditions. **You are particularly advised to read Clauses 6 (Early Termination), 13 (Disclaimer), 14 (Limitation of Liability), 15 (Duration and Termination) and 16 (Variation) of these Special Terms.**

1. Special Definitions and Interpretation

1.1 In these **Special Terms** defined terms shall have the meaning given in **Telewest's Standard Terms and Conditions**.

1.2 In addition to the definitions contained in the **Telewest's Standard Terms and Conditions**:

Acceptable Use Policy or **AUP** means the instructions given by Telewest from time to time relating to use of the Service (on paper, on the Blueyonder Workwise Website, the Telewest Website or on such other website as may be referred to);

ADSL means asymmetric digital subscriber line;

ADSL Service means the Service is provided by means of ADSL;

Blueyonder Workwise Website means www.byworkwise.com or such other address as is notified to You from time to time. For the purposes of these Special Terms any website or webpage referred to or accessed via a link from the Blueyonder Workwise Website shall be deemed incorporated into the Blueyonder Workwise Website;

BYUWJ Software means the software supplied to You in connection with the Service;

Communication Service means any Service offering communications facilities designed to enable a person to communicate with others, including without limitation email services, forums, communities and file servers;

Connection Charges means the charges payable for installation and connection of the Equipment and Services specified in the Price Guide or as otherwise agreed in writing (and in either case whether referred to as "Connection Charges" or otherwise);

Dial up Service means the Service is provided to You via Your modem and telephone line;

Domain Name means the domain name(s) set out on the Order Form or any other domain name agreed by the Parties in writing;

Internet means the global data network comprising interconnected networks using the TCP/IP ("Transmission Control Protocol/Internet Protocol");

Linked Site means a Third Party website that may be accessed via link through the Blueyonder Workwise Website;

Monthly Charges means the monthly amount payable by You to Telewest specified in the Price Guide or as otherwise agreed in writing (and in either case whether referred to as "Monthly Charges" or otherwise);

Offending Material means material, data, images or information which is: (a) defamatory, inaccurate, indecent, abusive, obscene, menacing or otherwise offensive; or (b) in breach of confidence, copyright or other intellectual property right, privacy or any other right of any third party; or (c) in contravention of any law, regulation, code of practice or acceptable use policy, including without limitation the Computer Misuse Act 1990; or (d) which is likely to cause harm to the Telewest System or any other Third Party's system, including material, data, images or information containing a virus;

Portal means the initial website reached when using the Service;

Registry means Nominet UK or such other registry providing registration of Internet domain names;

Rental Charges means the rental charges payable for the Services specified in the Price Guide or as otherwise agreed in writing (and in either case whether referred to as "Rental Charges" or otherwise);

Service means services set out on the relevant Order Form;

Special Terms means these additional terms and conditions relating to the provision of the Service;

Supplemental Terms means such terms and conditions (if any) applicable (in addition to these Special Terms and Telewest's Standard Terms and Conditions) to the provision by Telewest of a particular website (including without limitation the use of such website and the ordering of goods or services from such website) contained in the Blueyonder Workwise Website;

Telephony Charges means the usage charges made for Telephony Services;

Telephony Service means any telephony services provided by Telewest under its relevant terms and conditions;

Telewest's Standard Terms and Conditions means Telewest's standard terms and conditions applicable

to the Service;

Third Party means a person other than Telewest or You;

Third Party Operator means any telecommunications operator other than Telewest;

Third Party Service means those services and facilities provided by Third Parties in conjunction with the Service;

User Documentation means such brochures, pamphlets, codes of practice and other documents, materials or information, if any, in relation to the Service and/or any BYUWJ Software as Telewest may publish from time to time either on paper or on the Telewest Website or the Blueyonder Workwise Website. For the avoidance of doubt the definition of "User Documentation" contained in Telewest's Standard Terms and Conditions shall not apply.

1.3 References in these **Special Terms** to Clauses are unless otherwise stated to Clauses in these **Special Terms**.

1.4 Clause 23.4 of **Telewest's Standard Terms and Conditions** shall not apply to the **Service**. In the event of any inconsistencies between the contents of these **Special Terms**, **Telewest's Standard Terms and Conditions**, any **Supplemental Terms**, the **Order Form**, the **AUP** and the **Price Guide**, the order of precedence shall (unless expressly stated to the contrary) be (i) any **Supplemental Terms**; (ii) the **Special Terms**; (iii) the **AUP** (iv) **Telewest's Standard Terms and Conditions**; (v) the **Order Form**; and (vi) the **Price Guide**.

2. Connection

2.1 Unless otherwise agreed in writing You must not have more than one cable modem connected per **Site**. You must ensure that each cable modem is kept turned on at all times.

2.2 The **Service** may be provided by means of a cable modem which is connected by coaxial cable to the **Telewest System**. In the case of cable modems the network termination point beyond which **Telewest** shall have no liability for the **Equipment** is the RJ45, Ethernet, or communications port on the cable modem.

2.3 In relation to the provision of the **ADSL Service**:

2.3.1 You acknowledge that provision of the **ADSL**

	Service to the Site may result in a temporary loss of analogue direct exchange line services for the period during which the installation of the ADSL Service is carried out;			
2.3.2	You acknowledge that any incorrectly wired extensions to Your existing master socket forming part of the BT network will either be disconnected or, at Your request, be rewired and charged at the applicable rate as stated in the BT tariff schedule, available from BT;			
2.3.3	The ADSL Service shall be delivered over BT's and/or Telewest's telecommunications network via ADSL, by means of combined modem and routing equipment; and			
2.3.4	You acknowledge that Telewest accepts no liability for any loss or damage associated with alarm system failure following connection of the Service.			
2.4	You must not use the connection to support a website. Where You are in breach of this Clause 2.4 Telewest reserves the right at its absolute discretion to suspend or terminate provision of the Service and/or charge You in relation to such website.			
2.5	Where You are using the Dial Up Service Telewest reserves the right to disconnect telephone calls to it accessing the Service if there is no data traffic for a prolonged period.			
3.	Customer Apparatus In addition to the provisions relating to Customer Apparatus in Telewest's Standard Terms and Conditions:			
3.1	Unless otherwise agreed in writing You must not connect more than 30 (or such other number as stated in the Order Form) personal computers to the Equipment. Telewest shall be entitled to terminate the Agreement without notice if you are in breach of this Clause 3.1.			
3.2	You agree that Your personal computers will be at least the minimum specification as notified to You by Telewest from time to time. Such notification may be given on the Telewest Website and/or the Blueyonder Workwise Website.			
3.3	You agree that prior to connection of the Service You shall:			
3.3.1	complete a virus check; and			
3.3.2	where applicable install a Network Interface Card (NIC).			
3.4	Where You are adding a Service to a local network environment You must prior to connection of the Service make any necessary checks with Your network administrator.			
3.5	You are responsible for obtaining all computer and other equipment or services necessary to properly use the Service. The Agreement does not			
	include the provision of any telecommunications service necessary for connection to the Service. You are responsible for obtaining an appropriate telecommunications service and for compliance with the terms and conditions applicable to that telecommunications service.			
		4.	Provision of Service	
		4.1	Where in connection with the Agreement Telewest provides You with Telephony Services, such Telephony Services shall not be provided pursuant to the Agreement but shall be provided in accordance with Telewest's terms and conditions in relation thereto or such other terms and conditions as agreed in writing.	
		4.2	It is technically impracticable to provide the Service free of faults and Telewest does not undertake to do so. In the event of a fault in the Service, You should report it by telephone on the customer support number set out in the User Documentation or such other number as Telewest may from time to time notify to You. On receipt of a fault report, Telewest will use all reasonable endeavours either to advise You how to correct the fault or to rectify the fault in accordance with the User Documentation.	
		4.3	Due to the nature of the Internet Telewest does not warrant that Your use of the Service will be uninterrupted or that any messages or information transmitted via the Service will be transmitted accurately, reliably, in a timely manner or at all.	
		4.4	The access rate of the ADSL Service may be specified on the Order Form and You acknowledge that the rate specified may be reduced by contention both within any Third Party Operator's network and in other Internet networks. You acknowledge that Telewest shall be entitled to terminate Your connection to the Internet where no activity has been detected for a prolonged period.	
		4.5	You acknowledge the following technical limits relating to the ADSL Service:	
		4.5.1	transmission performance of some metallic local loops will mean that it is technically impracticable to provide the ADSL Service to You;	
		4.5.2	the ADSL Service cannot be provided to You where You already receive certain other Third Party Operator services as notified to You from time to time;	
		4.5.3	the ADSL Service is not available to any Site where part or all of Your telecommunications system is provided over fibre optic cable or radio systems;	
		4.5.4	the ADSL Service may affect the performance and/or speed of other telecommunications and other equipment at the Site;	
		4.5.5	some technical limitations within Third Party Operators' networks may not become apparent for some time after installation in which case the ADSL Service may need to	
			be withdrawn; and	
		4.5.6	downstream and upstream bursts may be reduced by contention as referred to in Clause 4.4 above.	
			You further acknowledge that the above does not form an exhaustive list of limitations and Telewest shall use all reasonable endeavours to keep You notified of such limitations.	
		4.6	Use of the Service enables You to access the Internet, Third Party Services and other materials. Apart from any world wide web site controlled by Telewest, Telewest does not control and is not responsible for the content of material obtained using the Service. You are responsible in all circumstances for determining the suitability, quality, legality or lawfulness of accessing, viewing or downloading any material from the Internet.	
		4.7	Telewest reserves the right to change telephone or code numbers or the specification of the Service for operational reasons.	
		5.	Payment of Charges	
		5.1	The Connection Charge shall be invoiced on or around the Service Commencement Date or such other date as Telewest shall notify You.	
		5.2	Monthly Charges shall be invoiced monthly in advance, the first amount being due and payable on the Service Commencement Date or such other date as Telewest shall notify You.	
		5.3	Any other Charges shall be invoiced as set out in the Price Guide or as otherwise agreed in writing.	
		5.4	You are responsible for any Telephony Charges associated with connecting to the Service via the Telewest access number. Telewest does not warrant that the Service can be accessed via a local call.	
		5.5	In addition to the Charges You are liable for all charges incurred from or by a Third Party in connection or as a result of use of the Service.	
		6.	Early Termination PLEASE READ CAREFULLY	
		6.1	If You cancel or without cause terminate the Agreement prior to expiry of the Minimum Period no refunds of any Charges paid in advance shall be made by Telewest. Furthermore Telewest shall invoice You and You shall pay Telewest:	
		6.1.1	any Charges due but unpaid at such date of cancellation or termination; and	
		6.1.2	an amount equal to the Monthly Charges payable for the Minimum Period LESS the amount of Monthly Charges already paid by You; and	
		6.1.3	any other cancellation or termination charges referred to in the Price Guide or as otherwise agreed by the Parties in writing.	
		7.	Trademarks and Logos	
		7.1	The images, logos and names on the Blueyonder Workwise Website and Telewest Website which identify	

- Telewest, members of its Group or Third Parties and their products and services are proprietary marks of Telewest, the relevant member of its Group and/or the relevant Third Parties. Nothing contained in the Blueyonder Workwise Website or Telewest Website shall be deemed to confer on any person, any licence or right from Telewest, the relevant member of its Group or any Third Party with respect to any such image, logo or name.
- 8. Domain Names**
- Where the Service includes the registration of Domain Names on Your behalf:
- 8.1 You confirm and warrant that You are the owner of, or that You have been licensed by the owner to use, any relevant trade mark or name as the Domain Name.
- 8.2 Telewest may require You to select a replacement domain name. Telewest may also suspend the Service or part of it, if Telewest believes that the Domain Name is or is likely to constitute an Offending Material.
- 8.3 If You have not paid any amount due under the Agreement or if the information required for registration is inaccurate or late Telewest has the right not to proceed with the application for registration or may cancel registration.
- 8.4 You agree that Telewest may charge an appropriate transfer fee for processing the transfer of any Domain Name from You or from a Third Party. Such transfer fee shall be as set out on the Price Guide or as otherwise agreed in writing from time to time. To facilitate the processing of such transfer You agree:
- 8.4.1 to co-operate fully and promptly with Telewest's reasonable requests; and/or
- 8.4.2 to use reasonable endeavours at Your cost to ensure that any Third Party shall fully and promptly co-operate with Telewest's reasonable requests.
- Telewest will use its reasonable endeavours to process such transfer. You agree that Telewest will not be liable if such transfer cannot be processed or is delayed because full co-operation is not promptly provided by You or such Third Party.
- 8.5 You appoint Telewest as Your agent for the purposes of registering the Domain Name for use with the Service. You authorise Telewest on Your behalf to enter into the relevant Registry's standard terms and conditions for such registration. Registration and use of the Domain Name is subject to such Registry's standard terms and conditions from time to time. You will be legally bound by them. It is Your sole responsibility to get a copy of such terms and conditions and You must read, understand and comply with them.
- 8.6 Telewest does not represent that the Domain Name is capable of being registered or that it will be registered. You should not assume registration of the Domain Name until You have been notified in writing that it has been registered. Telewest is not liable for any action taken by You (including without limitation marketing or publicity and the costs thereof) before such notification, such actions being at Your risk.
- 8.7 You will have no claim against Telewest if the Registry refuses to register the Domain Name or suspends or cancels it for any reason.
- 8.8 Telewest is not responsible and will not be liable for Your use of the Domain Name. You are solely responsible for resolving disputes with any Third Party in relation to Your use of the Domain Name. Where there is such a dispute Telewest may without notice or liability withhold and/or suspend the Domain Name.
- 8.9 Telewest does not warrant that the Domain Name is or will continue to be available for Your use or that no other domain name is or will be registered which conflicts with or affects the use of the Domain Name.
- 8.10 You may not transfer the Domain Name to any Third Party (whether an Internet service provider or otherwise) without Telewest's prior written consent. If such consent is granted, Telewest will only process such transfer if You have paid and Telewest has received all Charges owed to Telewest on the date such transfer will be made.
- 8.11 If renewal of registration of the Domain Name is provided by Telewest as part of the Service:
- 8.11.1 Telewest will use its reasonable endeavours to carry out such renewal; and
- 8.11.2 Notwithstanding Clause 5.11.1 Telewest will not be liable to You for any failure to re-new registration of the Domain Name for any reason whatsoever; and
- 8.11.3 You agree that Telewest may re-new the registration of the Domain Name automatically and in such case You shall be liable to pay Telewest the relevant renewal registration fee immediately.
- 9. Use of the Service**
- In addition to the provisions relating to use of the Service in Telewest's Standard Terms and Conditions:
- 9.1 You undertake not to use or knowingly or unknowingly to permit anyone else to use the Service in breach of the Acceptable Use Policy.
- 9.2 You undertake to obtain and maintain all necessary consents or licences (including without limitation the consent of any relevant copyright holders, music licensing authorities and performers' representatives) with respect to the contents of communications via the Service and You agree to indemnify and hold harmless Telewest against any loss or damage incurred by Telewest as a result of the breach of Your obligations under this Clause 9.2. The provisions of Clause 12.5 shall not apply to the payment of such indemnity.
- 9.3 Telewest may revise the AUP from time to time by posting the revised AUP on the Telewest Website or the Blueyonder Workwise Website whereupon You shall be bound by such revised AUP.
- 9.4 Telewest may at its discretion and without notice suspend and/or terminate the Agreement where the Service is used in breach of the AUP.
- 9.5 Telewest reserves the right to block access to and/or to edit, refuse or remove any material from the Telewest System (including for the purposes of this Clause 9.5 and without limitation, webspace and mailboxes) which in its reasonable opinion it determines may give rise to a breach of this Agreement and/or the AUP. For the avoidance of doubt where Telewest has received a complaint relating to any material published or transmitted via the Service Telewest shall be entitled (but not obliged) to act as aforesaid without investigating the merits of such complaint.
- 9.6 Telewest further reserves the right to filter emails and to remove any email containing or suspected of containing a virus or any email which Telewest in its discretion considers "email Spam" as referred to in the AUP.
- 9.7 Notwithstanding Clauses 9.5 and 9.6 above Telewest undertakes no obligation to monitor the Service for such material or emails.
- 9.8 Title, ownership and intellectual property rights in and to the content accessed using the Service belong to the applicable content owner and may be protected by applicable copyright or other Law. The Agreement gives the Customer no rights to such content.
- 9.9 In relation to the Service You must not exceed any limits relating to the use of the bandwidth or capacity or the connection of Customer Apparatus or any other limitation imposed on it as part of any package or promotion under which the Service is provided to You.
- 9.10 You acknowledge that the Service may be supplied on a shared server and that Your use of the Service may be affected by the level of access by other users.
- 9.11 You acknowledge that all Equipment and Customer Apparatus connected to any cable modem must be configured to obtain an IP (Internet Protocol) address automatically every time the Service is used (such configuration being known as "DHCP client configuration"). You agree to maintain DHCP client configuration to all such Equipment and Customer Apparatus at all times.
- 9.12 Where requested by You in writing, Telewest will use reasonable endeavours to allocate the same IP address (known as "fixed IP address") to the Equipment and Customer Apparatus each time the Service is used.