

Standard Terms and Conditions

Version 4

Important Advice: Unless otherwise agreed in writing by Telewest these Standard Terms and Conditions apply to all Telewest Services to business customers. Each Telewest Service is subject to additional Special Terms and Conditions. You are strongly advised to read them carefully in their entirety. Telewest and You will be bound by all terms and conditions relating to a particular Service. They contain certain exclusive limitations and indemnities in Telewest's favour. **You are particularly advised to read Clauses 2 (Ordering Services), 5 (Allocation and use of Telephone Numbers), 7 (Charges, Payment and Interest), 12 (Limitations of Liability), 14 (Duration and Termination), 17 (Variation), 19 (Marketing and Data Protection) and 21 (Entire Agreement) of these Standard Terms and Conditions.**

1. Definitions and Interpretation

- 1.1 In the **Agreement**, unless the context otherwise requires:

Act means the Communications Act 2003;

Agreement means in relation to a particular Service these Standard Terms and Conditions, the relevant Special Terms and the relevant Order Form;

Charges means Telewest's charges from time to time as set out in Clause 7.3;

Customer Apparatus means any apparatus, and any software embodied therein (including without limitation Purchased Equipment, cabling, wiring, personal computers, network interface cards and network interface adapters) not forming part of (but which may be connected to) the Equipment and used by You in conjunction with any Equipment in order to obtain or use the Service;

Customer Services means Telewest's Business Customer Services, contact details of which are set out at the end of these Standard Terms and Conditions;

Equipment means any equipment that Telewest from time to time leases to You (whether or not any Charges are made for such leasing) in connection with the provision of the Service;

Group means the corporate group comprising Telewest and each of its holding companies or subsidiaries from time to time and any subsidiary of any such holding company;

Law means any law, statute or regulation, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which a Party is from time to time subject;

Minimum Period means twelve months from the Service Commencement Date or such longer period as stated on the Order Form or in the relevant Special Terms;

Normal Working Hours means 09:00 – 17:30 Monday to Friday excluding public holidays in the United Kingdom;

Order Form means either (i) Telewest's Standard Order Form from time to time; or (ii) a Customer Order Form (as defined in Clause 2.2), and in either case used by You and accepted by Telewest to order the Service subject to the Agreement;

Party means each of Telewest and You;

Password means a password, code, PIN number, account number, smart card or other security device issued to You by Telewest;

Price Guide means all and any information relating to Charges for Telewest's services, available on request from Telewest;

Purchased Equipment means any equipment You purchase from Telewest in connection with the provision of the Service;

Service means the service(s) defined in the relevant Special Terms and set out on the relevant Order Form;

Service Commencement Date means the earlier of (i) the date the relevant Service is available for use by You; or (ii) the date You first use the Service;

Site means the site at which any Equipment and/or Purchased Equipment shall be located or to which the Service shall be provided;

Site Occupier means the occupier (for the purposes of Schedule 2 of the Act) of a Site;

Site Wayleave means Telewest's standard form wayleave agreement from time to time to be executed by Telewest and the Site Occupier in respect of the relevant Site;

Software means any software supplied to You by Telewest in connection with or to enable You to use the Service;

Special Terms means Telewest's additional terms and conditions relating to a particular Service;

Standard Terms and Conditions means these terms and conditions as varied from time to time in accordance with the Agreement;

Survey means any survey or other investigations carried out by or on behalf of Telewest that Telewest in its absolute discretion deems necessary prior to the installation of Equipment, Purchased

Equipment and/or the provision of the Service;

Telewest means Telewest Limited whose registered number is 3291383 and whose registered office is at the time of printing Export House, Causeway Way, Woking, Surrey GU21 6QX. Please note that our registered office may change and You are advised to check for any changes at Companies House;

Telewest System means the telecommunications system which Telewest and its Group run;

Telewest Website means www.telewest.co.uk or such other address as is notified to You from time to time. For the purposes of the Agreement any website or webpage referred to or accessed via link from the Telewest Website shall be deemed incorporated into the Telewest Website;

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 Software as Telewest may publish from time to time either on paper or on the Telewest Website;

You means the customer with whom Telewest makes the Agreement as set out in the Order Form, or where appropriate, any person representing You if it appears to Telewest that such person acts with Your authority or permission. **Your** shall be defined accordingly.

1.2 References in the **Agreement**:

- 1.2.1 to a statutory provision will be interpreted as a reference to such provision as amended or re-enacted from time to time;
- 1.2.2 to a "person" includes any person, partnership, firm, company (as defined in Section 735 Companies Act 1985), body corporate or corporation (as defined in Section 740 Companies Act 1985) or organisation;
- 1.2.3 to a **Party** includes its respective successors and permitted assigns and their respective employees and agents; and
- 1.2.4 to any word in the singular include the plural and vice versa.

- 1.3 References in these **Standard Terms and Conditions** to Clauses are unless otherwise stated to Clauses in these **Standard Terms and Conditions**.
- 1.4 Headings are for convenience only and do not affect the interpretation of the **Agreement**.
- 1.5 Where in the **Agreement** You agree not to do any act or thing You also agree not to allow (including without limitation, taking all reasonable preventative measures) any other person to do that act or thing.
2. **Ordering Services PLEASE READ CAREFULLY**
- 2.1 To order a **Service** You must complete and submit to **Telewest's** standard **Order Form**.
- 2.2 Notwithstanding Clause 2.1 if at its discretion **Telewest** accepts an order for a **Service** placed other than on its standard **Order Form** (which order is in Clauses 2.2 and 2.3 referred to as being placed on a "Customer **Order Form**") or if **Telewest** installs a **Service** without having received from You and/or accepted either **Telewest's** standard **Order Form** or a **Customer Order Form**, the **Service** shall be provided in accordance with the terms of the **Agreement**.
- 2.3 For the purposes of Clause 2.2 the **Agreement** shall incorporate any details, specifications and/or information contained in a **Customer Order Form** where such details, specifications and/or information would also have been required in **Telewest's** Standard **Order Form** but no other terms and conditions of the **Customer Order Form** shall be incorporated into the **Agreement**.
3. **Equipment, Purchased Equipment, Installation, Upgrades and Insurance**
Where under the **Agreement** **Telewest** is installing **Equipment** and/or **Purchased Equipment**:
- 3.1 Subject to satisfactory **Survey**, **Telewest** shall use its reasonable endeavours to install and connect the **Equipment** and/or **Purchased Equipment** so that the **Service** is available by any requested service date. An order may be cancelled by **Telewest** without liability if the results of any **Survey** are in **Telewest's** reasonable opinion unsatisfactory or if it is not technically feasible to implement and/or support the **Service** by the requested service date.
- 3.2 You must provide (at Your cost) appropriate space, power, ducting and environment to install and maintain the **Equipment** and/or **Purchased Equipment** at the **Site**. You must ensure that any necessary preparation is effected before the **Equipment** and/or **Purchased Equipment** is connected and in accordance with **Telewest's** instructions (if any).
- 3.3 If You fail to take delivery or allow installation of the **Equipment** and/or **Purchased Equipment** on any agreed delivery or installation date **Telewest** may arrange for its storage at Your risk and You shall be liable to **Telewest** for the reasonable costs of such storage. **Telewest** may also charge You a call out fee together with any costs incurred by **Telewest** in relation to such failure by You.
- 3.4 Unless otherwise agreed in writing You must provide a secure electricity supply at the **Site** for the installation, operation and maintenance of the **Equipment** and/or **Purchased Equipment** at such points and with such connections as specified by **Telewest**. Back-up power with sufficient capacity to conform to the stand-by requirements of the relevant British standards is needed if the **Service**, including the provision of access to emergency services, is required to continue uninterrupted in the event of a failure in the principal power supply.
- 3.5 **Telewest** shall use its reasonable endeavours to comply with Your requests in respect of the location of the **Equipment** and/or **Purchased Equipment** but **Telewest's** reasonable decision on this matter shall be final and binding.
- 3.6 The **Equipment** shall remain the property of **Telewest** or its nominee. You agree to make such ownership of the **Equipment** clear to all third parties. **Telewest** may modify, substitute, renew or add to the **Equipment** from time to time at its sole discretion provided that such modifications, substitutions, renewals or additions shall not materially and adversely affect the **Service**. Risk in and liability for **Equipment** and **Purchased Equipment** shall pass to You on delivery of the **Equipment** and **Purchased Equipment**. Property and ownership of **Purchased Equipment** shall not pass from **Telewest** until You have paid **Telewest** the relevant purchase price in full.
- 3.7 You are responsible for ensuring at all times the safe keeping and proper use of the **Equipment** at the **Site**. Except where such loss or damage is solely attributable to the negligent act or omission of **Telewest**, its employees, sub-contractors or agents You must indemnify **Telewest** for any loss or damage to the **Equipment** (including but not limited to lightning or electrical damage). In particular (but without prejudice to the generality of the foregoing and without limitation) You covenant:-
- 3.7.1 not to (and to ensure that no other person shall) sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the **Equipment** or suffer any distress, seizure or execution to be levied against any of the **Equipment** or otherwise do anything prejudicial to **Telewest's** rights in the **Equipment**;
- 3.7.2 to keep the **Equipment** at the **Site** and stationary at all times;
- 3.7.3 not to add to, modify, or in any way interfere with the **Equipment**, including without limitation the connection of any equipment or device designed to divert telecommunications services to a third party telecommunications provider;
- 3.7.4 notwithstanding the above, in the case of an emergency, to take whatever steps as are reasonably necessary to safeguard the **Equipment** and to notify **Telewest** as soon as possible of the circumstances of such emergency;
- 3.7.5 not to cause the **Equipment** to be repaired, serviced or otherwise attended to except by an authorised representative of **Telewest**;
- 3.7.6 not to do anything or knowingly to allow any circumstance, matter or thing, which is likely to damage the **Equipment** or detract from or impair its performance or operation;
- 3.7.7 not to remove, tamper with or obliterate any words or labels on the **Equipment** or any part thereof; and
- 3.7.8 to permit **Telewest** or its agent to inspect, test and maintain the **Equipment** at all reasonable times and on reasonable notice.
- 3.8 You must effect and maintain suitable insurance in respect of relevant risks for the **Equipment** at, on, over or under the **Site**.
- 3.9 **Telewest** shall have no liability whatsoever for any loss or damage incurred as a direct or indirect result of Your breach of Clause 3.7 and/or Clause 3.8.
- 3.10 You must immediately notify **Telewest** of any loss or damage to the **Equipment**.
- 3.11 Following the installation of the **Equipment**, and/or **Purchased Equipment** **Telewest** shall conduct tests to ensure that the **Service** is ready for use. If the **Service** is not ready for use **Telewest** shall either repair or replace, at its sole option, the **Equipment** or any part thereof and repeat the tests. All tests shall if You so request be carried out in the presence of Your duly authorised representative provided that such representative is available at such reasonable times as **Telewest** may specify. On successful completion of the tests **Telewest** may require You to sign a form confirming satisfactory installation. Where Your representative does not sign such form within 2 working days of being requested to do so, satisfactory installation of the **Equipment** and/or **Purchased Equipment** shall be deemed to have occurred.
- 3.12 Notwithstanding Clauses 3.7.1 and 3.7.2 You may by not less than 30 days' written notice request **Telewest** to re-locate the **Equipment** and/or **Purchased Equipment**. **Telewest** shall use all reasonable endeavours to comply with such request. You must pay **Telewest's** reasonable **Charges** for any such re-location. At its discretion **Telewest** may require payment of such re-location **Charges** and any other outstanding **Charges** prior to commencing any works. At its discretion **Telewest** may instruct You to carry out such re-location of the **Equipment** and/or **Purchased Equipment** in which event You must carry out such re-location in strict

- compliance with Telewest's instructions. Telewest shall have no liability whatsoever for any loss or damage to the Equipment, Purchased Equipment and/or Service as a result of such re-location.
- 3.13 You may request an upgrade to the Equipment or Service. Subject to availability Telewest shall use reasonable endeavours to comply with such request. You must pay Telewest's Charges for any upgrade. At its discretion Telewest may require payment of such upgrade Charges and any other outstanding Charges prior to the provision of any upgraded Equipment or Service. The provision of all upgraded Equipment and Services is subject to the terms of the Agreement. For the avoidance of doubt any upgrade in the Equipment and/or Service may result in an increase in the Charges for which You shall not be entitled to terminate the Agreement pursuant to Clause 7.4.
4. **Customer Apparatus**
- 4.1 At Your request Telewest may agree, subject to payment of its applicable Charges and satisfactory Survey, to use for the provision of the Service, cabling and/or wiring already installed at the Site. Where You make such request You warrant that You have full title to such cabling and/or wiring and that such cabling and/or wiring and their installation meet all applicable standards and any specifications notified to You by Telewest. You will provide such written confirmation and/or information in relation to such cabling and/or wiring as Telewest reasonably requires.
- 4.2 Telewest shall have no liability for any loss or damage arising directly or indirectly from use of the Customer Apparatus, whether or not Telewest shall have recommended the use and/or performance of such Customer Apparatus.
- 4.3 You are entirely responsible for the security of access to Your computer systems, the integrity of information stored thereon and its security from corruption, change and abuse by others.
- 4.4 Prior to installation of the Equipment and/or Purchased Equipment You must take all necessary steps to back up and secure Your information and data. You must comply with all reasonable instructions notified to You relating to the preparation of Customer Apparatus and/or the Site. Telewest shall have no liability for any damage arising from Your failure to carry out such preparations.
- 4.5 Unless otherwise agreed in writing You are responsible for ensuring that Customer Apparatus is programmed, equipped, compatible and connected for use of the Service in accordance with Telewest's reasonable instructions and any other instructions or safety and security procedures applicable to the use of Customer Apparatus. For the avoidance of doubt and subject to Clause 4.7 You are responsible for connecting Customer Apparatus to the Telewest System.
- 4.6 Save as stated in the Agreement or as otherwise agreed in writing Telewest is not responsible for the repair and maintenance of Customer Apparatus.
- 4.7 You must ensure that all Customer Apparatus is in good working order and complies with applicable standards, approvals and any relevant Law. Telewest may require You to disconnect (in which case You must do so promptly) or may itself disconnect any Customer Apparatus if in Telewest's reasonable opinion: (i) it does not conform to applicable standards, approvals or any relevant Law for the time being in force; or (ii) it may cause injury to any person or material damage to property; or (iii) it may materially impair the quality of any service provided by Telewest.
- 4.8 Telewest has no liability whatsoever where any inability to use the Service is due to incompatibility between Customer Apparatus and the Equipment or Service, or for any breakdown or failure in Customer Apparatus.
- 4.9 Without undertaking any obligation to do so, where Telewest assists You in the preparation of Customer Apparatus or its connection to the Telewest System or Telewest obtains such assistance from a third party You must pay Telewest's or such third party's charges.
5. **Allocation and Use of Telephone Numbers PLEASE READ CAREFULLY**
- 5.1 Any telephone numbers allocated do not belong to You. You accept that You do not acquire any rights whatsoever in such telephone numbers and You must make no attempt to apply for registration of the same as a trademark, service mark, or domain name whether on its own or in conjunction with some other words or trading style.
- 5.2 You are not entitled to sell or agree to transfer to a third party any telephone number allocated to You.
- 5.3 Telewest shall be entitled, for commercial, operational or technical reasons or in order to comply with the requirement of any competent authority to withdraw or change any telephone number or code or group of telephone numbers or codes allocated or provisionally allocated to You. Where a telephone number is already in operational use by You, Telewest shall use all reasonable endeavours to give You reasonable prior notice. Telewest shall not be liable for any costs, inconvenience or other losses (including without limitation marketing and stationery costs) incurred by You as a result of any change or withdrawal as described in this Clause.
- 5.4 If at Your request a specific telephone number is allocated to You, You shall be responsible for all necessary investigations and inquiries as to the legitimacy or use of such numbers and Telewest shall have no liability whatsoever with respect to the number chosen and its use by You.
- 5.5 If You are allocated a number which falls within a range of numbers classified from time to time by OFTEL (or any other competent authority) as being for the provision of a particular type of service, then You must ensure that any service provided by You on that number conforms at all times with the type allocated to that number range.
6. **Access to Site**
- Clauses 6.1 – 6.7 apply where Telewest requires access to the Site in order to provide the Service.
- 6.1 You warrant that You are the current and lawful occupier of the Site and that You are the owner of the Site or a tenant of it under a lease for a term of 12 months or more from the date of the Order Form.
- 6.2 Any person in apparent authority at the Site who grants entry shall be deemed to have Your authority to grant such entry.
- 6.3 Where the Site is under Your sole control You shall if requested by Telewest enter into a Site Wayleave. Where You do not enter into a Site Wayleave:
- 6.3.1 You grant Telewest and its employees, agents or contractors the right:
- upon reasonable prior notice to You (except in an emergency when no notice shall be required) to execute any works on the Site for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment and, where necessary for the provision of the Service and/or the Purchased Equipment;
 - to keep and operate the Equipment on, under or over the Site;
 - to enter the Site to inspect any Equipment kept on, under or over the Site;
 - to pass and repass if reasonably necessary with or without vehicles and appliances over and along the roads within the Site to exercise the rights set out in Clauses 6.3.1(a) – (c).
- 6.3.2 You warrant that:
- You shall not do or allow anything to be done to the Site that may cause damage to the Equipment and You shall take all steps reasonably necessary to ensure that no-one interferes with or tampers with the Equipment;
 - You shall not use the Site so as to make any of the rights granted to Telewest in Clause 6.3.1 substantially more difficult or costly to exercise.
- 6.4 Telewest shall cause as little damage as reasonably possible when exercising any of its rights under Clause 6.3.1 and shall make good (to Your reasonable satisfaction) any damage that Telewest,

- its employees, agents or contractors may cause to the Site.
- 6.5 You shall provide a safe and suitable working environment for Telewest's employees, agents or contractors at the Site.
- 6.6 Where the Site is not under Your sole control You shall use all reasonable endeavours to ensure that the Site Occupier enters into the applicable Site Wayleave.
- 6.7 For the duration of the Agreement and for 60 days thereafter You shall grant and maintain and/or procure the grant and maintenance of any rights and permissions necessary in order for Telewest to connect and maintain the Equipment at the Site, to provide the Service and to remove the Equipment following termination of the Agreement.
- 7. Charges, Payment and Interest PLEASE READ CAREFULLY**
- 7.1 It is a condition of the Agreement that You pay the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.
- 7.2 Unless specifically agreed otherwise in writing You must pay all Charges by direct debit. Telewest's internal billing procedures may require You (in which case You agree) to enter into more than one direct debit mandate.
- 7.3 Charges for the Service are as referred to in the Price Guide or as otherwise agreed in writing (including without limitation the Order Form). Notwithstanding the aforesaid Charges are subject to Survey. If following Survey Telewest incurs unusual additional costs in providing the Service, Telewest shall be entitled on notification to You to increase the Charges by the amount of such costs. You agree to pay such increased Charges.
- 7.4 Other than as set out in Clause 7.3 Telewest may increase or implement new Charges by giving You 30 days' written notice. Without limitation such notice may be contained in billing information provided to You by Telewest. Within 7 days of such notification You may give notice to Telewest to terminate the Agreement. If You do not terminate in such period You are deemed to have accepted the increased/new charges. Telewest may decrease charges at any time without notice and You shall have no right to terminate the Agreement.
- 7.5 Other than where Charges are based solely on usage Your liability for Charges starts from the effective date of the Agreement (as referred to in Clause 14.1) whether or not the Service is used. You are liable for the Charges where the Service is used by third parties.
- 7.6 Charges shall be invoiced by or on behalf of Telewest in accordance with the relevant Special Terms and shall be payable by You to Telewest (or such person as Telewest or the person invoicing on behalf of Telewest shall specify) within 30 days of the date of such invoice.
- 7.7 Notwithstanding any other provision in the Agreement, Telewest may delay or bring forward the sending of invoices to coincide with its billing cycles from time to time. You acknowledge that the first and last invoice in relation to a particular Service may include Charges due for more than one complete billing cycle according to when such Service is connected and/or terminated.
- 7.8 You authorise Telewest to alter Your direct debit instruction according to the relevant charges from time to time applicable to the Service. On proper termination of the Agreement You shall be responsible for the cancellation of any direct debit instructions or other authorisations for periodic payment to Telewest. Except on proper termination of the Agreement You must inform Telewest immediately if You cancel any direct debit instructions. Cancellation of any direct debit instruction shall entitle Telewest to suspend and/or terminate the Agreement without notice.
- 7.9 Telewest shall be entitled to carry out credit checks on You. Telewest accepts no liability for the accuracy or otherwise of information provided to it from credit reference agencies. If at any time before or during the term of the Agreement You fail to meet the standard of creditworthiness deemed acceptable by Telewest, Telewest shall be entitled:
- 7.9.1 to terminate the Agreement, in whole or in part immediately on written notice to You;
- 7.9.2 to require You to make such regular instalment payments in advance on account of any future charges as Telewest shall deem appropriate;
- 7.9.3 to impose credit limits on You in respect of Charges and to suspend the Service at any time when such limits are reached until payment in full of such outstanding Charges has been made; and
- 7.9.4 to impose such other measures on Your right to use any of the Services as Telewest shall deem appropriate.
- 7.10 Telewest reserves the right to charge a deposit to secure amounts payable by You hereunder. Such deposit may be applied by Telewest against any outstanding Charges due by You hereunder from time to time. No interest shall be payable on any such deposit. The deposit (or remaining balance thereof) shall be repaid to You after 6 calendar months or, where longer, when a good payment history has been demonstrated by You.
- 7.11 If payment is not made when due Telewest may without prejudice to its other rights, charge interest at 4% per annum above the base rate for lending of Barclays Bank plc on any amount You fail to pay from the date when payment was due until the date of actual payment. Interest will continue to accrue even if the Agreement is terminated.
- 7.12 You must reimburse Telewest all costs and expenses (including legal costs) incurred in the collection of any overdue amounts. Costs and expenses will continue to accrue even if the Agreement is terminated.
- 7.13 All sums due to Telewest under the Agreement are exclusive of Value Added Tax or any other applicable tax which shall be charged to You.
- 7.14 Where prior to entering into the Agreement or at any time during its term, You have indicated any anticipated usage/take up levels of the Service and such usage/take up levels are not met, Telewest may, without prejudice to any other rights under the Agreement, apply revised Charges. Such revised Charges shall not be subject to Clauses 7.4, 17.1 or 17.2.
- 8. Service**
- 8.1 Telewest shall provide the Service in accordance with the Agreement.
- 8.2 You must promptly supply Telewest with all information and materials reasonably required by Telewest to supply the Service.
- 8.3 Telewest shall use the reasonable skill and care of a competent telecommunications service provider in providing the Service. However You accept that it is technically impracticable to provide the Service entirely free of faults and Telewest does not undertake to do so.
- 8.4 Telewest shall use reasonable endeavours to meet such general service levels in relation to a particular Service as Telewest publishes from time to time. However, save as expressly stated in such published service levels, Telewest shall have no liability for any failure to meet any such service levels.
- 9. Use of the Service**
- 9.1 You undertake not to re-sell the Service or Equipment or any part thereof to any person.
- 9.2 You undertake to use the Equipment and Service in accordance with such conditions and/or instructions as may be notified in writing to You by Telewest from time to time and in accordance with Law. Telewest may from time to time vary the technical and/or operational procedures for use of the Service.
- 9.3 You must not use or allow anyone to use the Service:
- 9.3.1 to send or receive a communication which is offensive, abusive, indecent, obscene or menacing;
- 9.3.2 to cause annoyance, inconvenience or needless anxiety to anyone;
- 9.3.3 to violate or infringe the rights of any person;
- 9.3.4 in breach of the Agreement; or
- 9.3.5 in breach of Law.
- 9.4 Telewest may at its discretion suspend the Service

- and/or terminate the **Agreement** if **You** are in breach of Clause 9.3. **You** must indemnify and hold harmless **Telewest** against all liabilities, claims, damages, losses and proceedings arising out of or in any way connected with any use of the **Service** in contravention of the **Agreement** or the **Law**.
- 9.5 **Telewest** may allocate **You** a **Password** to enable **You** to use the **Service**. **You** must keep such **Password** safe and confidential and notify **Telewest** immediately if any third party becomes aware of it. **You** must not copy or attempt to copy any smart card or other security device. **Telewest** reserves the right to change the **Password** without notice and if it has reason to believe **You** are in breach of this Clause 9.5 to invalidate such **Password** and/or to terminate the **Agreement**.
- 9.6 **Telewest** may (but shall not be obliged) to agree to a request by **You** to alter a **Password**. **You** may be required to pay a charge for such alteration.
- 9.7 **Telewest** reserves the right (but shall not be obliged) to refuse to provide a **Service** where accurate **Passwords** are not used.
- 9.8 If the **Service** requires **You** to open an account **You** must complete the registration process by providing **Telewest** or such person as it nominates with current, complete and accurate information as requested from time to time.
- 9.9 **You** are responsible for the use of the **Service** (whether authorised or not and whether by **You** or any other person), including without limitation all **Charges** incurred and any breaches of this **Agreement**.
10. **Software**
- 10.1 Intellectual property rights in the **Software** remain the property of **Telewest** or its licensors. **You** agree to comply with the terms of the **Agreement** and any licences required by the owner of any intellectual property right in the **Software** notified to **You** by **Telewest** or appearing on screen as an integral part of the **Service**. If **You** do not consent to any such licences of **Software**, **You** may terminate the **Agreement** in accordance with Clause 14.4.
- 10.2 **You** may have to use or download certain software (other than the **Software**) to enable **You** to use or access certain software applications, portals or services which are available to **You** via the **Services**. **You** shall comply with all licence terms set out by the licensor of such software. If **You** do not agree to be bound by such licence terms **You** are not entitled to terminate the **Agreement** pursuant to Clause 14.4 but **You** should not use the relevant software applications, portals or services.
- 10.3 **Telewest** hereby grants **You** a non-exclusive revocable licence to use the **Software** in executable object code form only.
- 10.4 The licence granted to **You** under the **Agreement** is personal to **You** and may not be leased, sub-licensed, transferred, assigned, lent or otherwise disposed of.
- 10.5 If **You** use the **Software** in any way which will result in **You** being in breach of the **Agreement** or the terms of any individual agreement provided with the **Software** or if **You** attempt to transfer, assign or otherwise dispose of **Your** licence to use the **Software** that licence is terminated immediately.
- 10.6 The **Software** is protected by copyright law. **You** must use the **Software** in accordance with the **Agreement** and the terms of any individual agreements provided with the **Software**. Unless otherwise stated in the terms of any agreements/licences provided with the **Software** or except to the extent permitted by **Law** **You** must not copy the **Software**, except to make a single copy for backup or archival purposes. Any such copy shall be subject to the **Agreement** as if it were the original and shall contain all notices regarding proprietary rights contained in the **Software** originally provided to **You**. If **You** receive **Your** first copy of the **Software** electronically and a second copy on a tangible medium, the second copy may be used only for backup and archival purposes. This licence does not grant **You** any right to any enhancement, reversion or update to the **Software**. However **Telewest** or its licensors may at any time make available and subject to the provisions of Clause 14.4 require **You** to accept such enhancements, reversions or updates and may cease to distribute or license previous versions of the **Software** to **You**. **You** must comply with the terms of the **Agreement** (and any other licence agreements governing such **Software**) in relation to such enhanced, reversioned or updated **Software** as if it were the original **Software**. **Telewest** shall be entitled to charge **You** its then current standard charges for such **Software** and any enhancements, reversions and updates.
- 10.7 **You** must not attempt to reverse engineer, decipher, decompile or disassemble the **Software** except to the extent permissible by **Law**. **You** must not reduce the **Software** to human readable form or knowingly allow others to do so, except to the extent that applicable laws specifically prohibit such restriction. **You** must not modify the **Software** or create derivative works of the **Software**. **You** must not transmit or distribute the **Software** electronically, via the Internet or in any other way.
- 10.8 Whilst **Telewest** and its suppliers have made reasonable efforts to minimise defects or errors in the **Software** and to check the **Software** for viruses, **Telewest** does not warrant that **Your** use of the **Software** will be uninterrupted or that the operation of the **Software** will be error free, virus free or secure, or that the **Software** and the functions of the **Software** will be merchantable and will meet **Your** requirements. In addition, the security mechanism implemented by the **Software** has inherent limitations and **You** shall have sole responsibility in determining that the **Software** sufficiently meets **Your** needs.
- 10.9 **Telewest** warrants that the media containing the **Software**, if provided by **Telewest**, is free from defects in material and workmanship and will so remain for ninety (90) days from the date **You** receive the **Software**.
- 10.10 Subject to Clause 10.11 below **Telewest's** sole liability for any breach of the warranties in Clause 10.9 shall be, in **Telewest's** sole discretion:
- 10.10.1 to replace **Your** defective media or copy of the **Software**; or
- 10.10.2 to advise **You** how to achieve substantially the same functionality as described in the **User Documentation** with the **Software** through a procedure different from that set forth in the **User Documentation**; or
- 10.10.3 to refund the fee **You** paid for the **Software**.
- 10.11 **Telewest's** liability under Clause 10.9 shall be incurred only in the event that **You**:
- 10.11.1 inform **Telewest** of the breach of warranty during the applicable warranty period;
- 10.11.2 if requested by **Telewest** return the **Software** to **Telewest**; and
- 10.11.3 provide evidence of the dates **You** received the **Software**.
- 10.12 Repaired, corrected or replaced **Software** shall be covered by the warranties in Clause 10.9 for the period remaining under the warranty that covered the original **Software**, or if longer, for thirty (30) days after the date of delivery to **You** of the replacement media or copy of the **Software**, or the date **Telewest** advised **You** how to operate the **Software** so as to achieve the functionality described in the **User Documentation**.
- 10.13 The warranties contained in Clause 10.9 are the only warranties made by **Telewest** in relation to the **Software**. **Telewest** makes no other express or implied warranty relating to the performance, quality or fitness for a particular purpose of the **Software**. No agent or employee of **Telewest** is authorised to make any modifications, extensions, or additions to this warranty.
- 10.14 The warranties contained in Clause 10.9 shall be terminated immediately if:
- 10.14.1 any modifications are made to the **Software** by **You** or any third party during the warranty period; or
- 10.14.2 the media is subjected to accident, abuse, or improper use; or
- 10.14.3 **You** violate the terms of the **Agreement**.
- 10.15 The warranties in Clause 10.9 shall not apply if the **Software** is used on or in conjunction with hardware or programs other than the unmodified version of hardware and programs with which the **Software**

- was designed to be used as described in the **User Documentation**.
- 10.16 The **Service** may comprise software, services, technical information, training materials or other technical data which are subject to the United States of America Export Control Regulations or the laws or regulations of another country. **You** may not download or otherwise export or re-export, either directly or indirectly, the **Software** or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.
- 10.17 Use, duplication or disclosure by the U.S. Government is subject to restrictions set out in the Federal Acquisition Regulations.
- 11. Maintenance**
- 11.1 **Telewest** shall provide such preventative and corrective maintenance services during **Normal Working Hours** as it reasonably considers necessary for the proper functioning of the **Service**.
- 11.2 If **You** detect any defect or impairment in the operation or performance of the **Service** **You** must notify **Telewest** of the nature of such defect or impairment. **Telewest** will endeavour to respond as promptly as possible after such notification and endeavour to make the necessary corrections.
- 11.3 **Telewest** will be entitled to charge and **You** will pay a service fee at **Telewest's** then current charging rates in the event that the need for any maintenance results from any one or more of the following:
- 11.3.1 misuse or neglect of or accidental or wilful damage to the **Equipment, Purchased Equipment** and/or **Service**; or
- 11.3.2 accidental or wilful disconnection of the **Equipment, Purchased Equipment** and/or **Service**; or
- 11.3.3 **Your** failure to comply with any of the provisions of the **Agreement**; or
- 11.3.4 fault in, or other problem associated with, any telecommunications system not run by **Telewest** or in **Your** own equipment; or
- 11.3.5 faults of a minor or intermittent nature which do not significantly affect the provision of the **Service**.
- 12. Limitations of Liability PLEASE READ CAREFULLY**
- 12.1 Each **Party** accepts unlimited liability for fraudulent misrepresentation, death or personal injury resulting from its own negligence or that of its employees, agents or contractors while acting in the course of their employment by such **Party**. However, nothing in this Clause gives a **Party** any right or remedy which it would not otherwise have.
- 12.2 Except as expressly stated in the **Agreement** all warranties, conditions, undertakings or terms, express or implied in respect of the **Service, Software, Equipment** and **Purchased Equipment** are excluded to the fullest extent permitted by **Law**.
- 12.3 Nothing in the **Agreement** shall exclude or restrict a **Party's** liability for matters which cannot by **Law** be excluded or restricted.
- 12.4 Subject to Clauses 12.5 and 12.6 below **Telewest** accepts liability for direct physical damage to **Your** property and the **Site** where such damage arises solely and directly from the negligence of **Telewest's** employees, agents or contractors while acting in the course of their employment.
- 12.5 Save in relation to payment of indemnities pursuant to Clauses 3.7 and 9.4 and subject to Clause 12.3 each **Party's** liability (including without limitation liability for negligence) under the **Agreement** (other than for payment of **Charges**) shall be limited to an amount not exceeding £50,000 in respect of any one event. Each **Party's** total liability for all claims under the **Agreement** (other than for payment of **Charges**) shall be limited to the greater of either (i) £100,000; or (ii) the value of recurring **Charges** (if any and excluding any usage based **Charges**) over the **Minimum Period**.
- 12.6 Notwithstanding the above neither **Party** shall have any liability in contract, tort or otherwise (including liability for negligence), for loss or damage, whether direct or indirect, of business, production, data, operation time, goodwill, revenue, profits, for any loss of anticipated savings, for wasted expenditure or for any indirect or consequential loss whatsoever.
- 12.7 **Telewest** shall not be liable for any loss of data resulting from the use of the **Service** including without limitation any delays, non-delivery or missed deliveries directly or indirectly caused by **Telewest**.
- 12.8 Without undertaking any obligations to give any such advice and/or recommendations, **Telewest** shall not be liable for any loss or damage suffered by **You** as a result of placing reliance on **Telewest's** advice and/or recommendations regarding the use of a third party's products or services.
- 12.9 Unless stated in the relevant **Special Terms** Clauses 12.1 – 12.8 set out each **Party's** entire liability (including any liability for the acts and omissions of its employees, agents or contractors) to the other **Party** in tort, contract or otherwise arising in connection with the performance, contemplated performance or non performance of the **Agreement**. **You** acknowledge that the exclusions and limitations of **Telewest's** liability in the **Agreement** are reasonable taking into account (amongst other matters) the likelihood that any damages awarded to **You** for breach of the **Agreement** by **Telewest** may be disproportionately greater than the **Charges**.
- 13. Suspension and other Telewest Powers**
- 13.1 **Telewest** may:
- 13.1.1 in an emergency suspend the **Service** to provide or safeguard a service to a hospital or other emergency organisation or any other essential services;
- 13.1.2 temporarily suspend the **Service** or any part thereof to vary the technical specification of the **Service** or for repair, maintenance or improvement or to protect life, limb or property;
- 13.1.3 give such instructions to **You** about the use of the **Service** it deems reasonably necessary;
- 13.1.4 do whatever is required of it to comply with instructions issued by the Government, an emergency service or other competent authority; and
- 13.1.5 suspend the **Service** in any circumstance in which it is entitled to terminate the **Agreement**;
- 13.2 Except in an emergency when no such notice is required, **Telewest** shall give **You** as much notice as reasonably practicable if the **Service** is to be suspended but **You** shall have no claim against **Telewest** for any suspension of the **Service** pursuant to Clause 13.1. Any exercise by **Telewest** of its right to suspend the **Agreement** shall not exclude **Telewest's** right subsequently to terminate the **Agreement**.
- 13.3 If the **Service** is suspended pursuant to **Your** default **You** must continue to pay **Charges** during such suspension and shall reimburse **Telewest's** costs and expenses reasonably incurred by the implementation of such suspension together with all outstanding amounts due under the **Agreement**. Where **Telewest** agrees (at its discretion) to recommence the **Service** **You** must pay **Telewest's** reasonable charges in relation to such re-commencement and, at **Telewest's** discretion, **You** shall pay a reasonable deposit against future payments.
- 14. Duration and Termination PLEASE READ CAREFULLY**
- 14.1 In relation to a particular **Service** the **Agreement** shall come into effect on the earliest of the dates **You** sign the **Order Form** or **You** start using the **Service** or the date the **Service** is available to **You**.
- 14.2 The **Agreement** shall continue in force unless either **Party** terminates the **Agreement** by giving the other **Party** the following notice periods:
- 14.2.1 30 days' written notice where the **Minimum Period** is less than 24 months; or
- 14.2.2 60 days' written notice where the **Minimum Period** is between 24 months and 36 months; or
- 14.2.3 90 days' written notice where the **Minimum Period** is more than 36 months.
- The above notice periods shall not be valid unless they expire on or after the end of the relevant **Minimum Period**.
- 14.3 Notwithstanding Clause 14.2, **You** may terminate the **Agreement** in accordance with Clauses 7.4 and 17.2.
- 14.4 If **You** do not consent to any of the licences of **Software** notified to **You** pursuant to Clause 10.1 **You**

may within 7 days of such notification notwithstanding Clause 14.2 terminate the **Agreement** in relation to the associated **Service**. However **Your** continued use of the **Service** or failure so to terminate the **Agreement** will be deemed to constitute acceptance of the said licences of **Software** and **You** shall not be entitled to terminate the **Agreement** under this Clause.

- 14.5 Notwithstanding Clause 14.2 **Telewest** may terminate the **Agreement** immediately on written notice if:
- 14.5.1 any **Survey** is not in **Telewest's** discretion satisfactorily completed;
- 14.5.2 any **Site Wayleave** is not entered into within a reasonable time as determined by **Telewest**;
- 14.5.3 any licence, permission or other approval **You** or **Telewest** require from time to time to connect to **Telewest's System** or provide the **Service** expires, is revoked or otherwise ceases to be valid and is not immediately replaced by a further licence, permission or approval conferring on **You** or **Telewest** the appropriate rights;
- 14.5.4 **You** are the subject of bankruptcy or insolvency proceedings in the United Kingdom or elsewhere, a receiver or administrator (or equivalent) is appointed over any of **Your** assets or **You** enter into any formal or informal composition or arrangement (or equivalent) with **Your** creditors or **You** or **Telewest** reasonably believes that such events are reasonably likely to occur. For the purposes of this Clause 14.5.4 "**You**" shall include **Your** direct and/or indirect parent company and "**Your**" shall be interpreted accordingly;
- 14.5.5 **You** make a material mis-statement in the details **You** have supplied to **Telewest** to enable **Telewest** to provide the **Service**;
- 14.5.6 **You** materially breach (including without limitation failure to pay any **Charges** promptly) the **Agreement** or any other agreement **You** have with **Telewest** or a member of its **Group**;
- 14.5.7 **Telewest** suspects on reasonable grounds that **You** may have committed or may be committing (i) a breach of any **Law**; and/or (ii) any fraud against **Telewest** or any third party;
- 14.5.8 **You** fail to meet the standard of creditworthiness as set out in Clause 7.9; or
- 14.5.9 any contract between **Telewest** and a third party provider of telecommunications services is terminated where such termination affects the provision of the **Service**.
- 14.6 If **Telewest** requests **You** to do so but **You** fail to return to **Customer Services** (or as otherwise notified to **You** by **Telewest**) the **Order Form** duly signed by **You** within 14 days of the **Service Commencement Date** (or any other date notified to **You** by **Telewest**) **Telewest** shall be entitled (but not obliged) without notice to terminate the **Agreement** or, without prejudice to its right so to terminate, to downgrade the **Service** as it thinks fit.
- 14.7 On termination of the **Agreement** any licence granted to **You** by **Telewest** shall immediately cease, **You** must immediately stop using the **Service** and all amounts **You** owe **Telewest** for use of the **Service** shall be due and payable in full and **You** shall have no right to withhold or set off any such amounts.
- 14.8 On termination of the **Agreement** by reason of **Your** default **You** shall be liable to pay **Telewest** all **Charges** that would otherwise have been payable by **You** during the **Minimum Period**. **Telewest** shall not be obliged to refund any **Charges** paid in advance.
- 14.9 On termination of the **Agreement** **You** must allow **Telewest** promptly to remove the **Equipment**. If **You** delay prompt removal of the **Equipment** following termination of the **Agreement**, **Telewest** shall, until such removal is effected, be entitled to continue to charge **You** and **You** shall pay such **Charges** together with any additional costs and expenses caused to **Telewest** by such delay.
- 14.10 The right to terminate the **Agreement** shall not prejudice any other right or remedy of the **Parties** in respect of any rights, obligations, or liabilities accrued prior to termination (including, without limitation, termination under Clause 16).
- 15. Assignment**
- 15.1 **You** must not assign or delegate or otherwise deal with all or any of **Your** rights or obligations under the **Agreement** without the prior written consent of **Telewest**.
- 15.2 **Telewest** may assign or otherwise delegate all or any of its rights or obligations under the **Agreement** to any person or entity.
- 16. Force Majeure**
- 16.1 Neither **Party** shall be liable for any breach of its obligations under the **Agreement** (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control. Where such cause continues for more than 3 calendar months either **Party** may without additional liability terminate the **Agreement** by giving not less than 30 days' written notice to the other **Party**.
- 17. Variation PLEASE READ CAREFULLY**
- 17.1 Subject to Clauses 17.2 and 17.5 any variation to the **Agreement** shall be agreed by the **Parties** in writing.
- 17.2 Notwithstanding Clause 17.1 **Telewest** reserves the right to amend or vary the **Agreement** (other than in relation to **Charges** which are governed by Clauses 7.3 and 7.4) by giving **You** 30 days' written notice thereof. Within 14 days of such notification **You** may give **Telewest** not less than 14 days' notice to terminate the **Agreement** unless the amendment or variation is imposed by **Law** when **You** shall have no right to terminate. If **You** do not terminate in such period **You** are deemed to have accepted the variation.
- 17.3 Any variation to the **Agreement** pursuant to Clause 20.1 of these **Standard Terms and Conditions** shall not be subject to the terms of Clause 17.2.
- 17.4 If **You** request and **Telewest** agrees to a change of **Service** (including without limitation adding, deleting or exchanging a **Service**) or a change of **Site**, **You** must complete such formalities as **Telewest** shall require to give effect to such change and **You** must pay to **Telewest** its then current charges for such change. **Telewest** may require payment prior to effecting such change. To reflect such change **Telewest** may without notice revise the **Charges** and the provisions of Clause 7.4 shall not apply to such revision.
- 17.5 Nothing written on the **Order Form** (in particular, but without limitation, in the section headed "Notes and comments") shall vary any provision of these **Standard Terms and Conditions** or any **Special Terms**.
- 18. Notices**
- Unless otherwise stated in the **Agreement**:
- 18.1 Notices sent by **You** to **Telewest** shall be sent by hand or post to the Head of Customer Services at the address below or as otherwise notified to **You**.
- 18.2 Notices sent by **Telewest** to **You** may be sent:
- 18.2.1 by hand or by post to **Your** billing address specified on the **Order Form** or to **Your** registered office; or
- 18.2.2 by fax to **Your** fax number specified on the **Order Form** or as otherwise notified to **Telewest** in writing; or
- 18.2.3 by electronic mail to **Your** electronic mail address specified on the **Order Form** or as otherwise notified to **Telewest** in writing.
- 18.3 Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given 3 days after the date of posting. Notice given by fax shall be deemed given when transmitted provided that the sender shall have received a transmission report confirming correct transmission. Any communication by electronic mail shall be deemed to have been made on the working day on which the notice is first stored in the other **Party's** electronic mail-box.
- 19. Marketing and Data Protection PLEASE READ CAREFULLY**
- 19.1 **Telewest** may use any information supplied by **You** for

- its own administrative and customer service purposes or for any other purpose required by Law. Without limitation Telewest shall be entitled to disclose information provided by You to any member of its Group, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider. To enable Telewest to provide the Service Telewest shall also be entitled to disclose such information to other telecommunications companies.
- 19.2 In order to maintain quality and for training purposes Telewest may monitor and record telephone conversations with You.
- 19.3 Telewest shall be entitled to communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of Telewest's customer base (including You) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party.
- 19.4 Telewest shall be entitled to make Your name, address and telephone number available to the emergency services.
- 19.5 Unless You have ticked the relevant boxes on the Order Form or You notify Customer Services in writing at the address given below or as otherwise notified to You, Telewest may:
- 19.5.1 use information provided by You for market research purposes or to supply You with information about other products or services available from Telewest or a member of its Group;
- 19.5.2 provide information supplied by You to third parties for market research purposes or to enable them to supply You with information about their products or services;
- 19.5.3 make Your name, address and telephone number available to other telecommunications operators for the purpose of telephone directories and a public directory enquiry service.
20. **Test or Trial Services and Promotional Offers**
- 20.1 Telewest may from time to time supply test or trial services and/or promotional offers ("Offers") to some or all of its customers. Such Offers shall be subject to any terms and conditions ("Promotional Terms and Conditions") notified by Telewest to its customers. Unless otherwise stated in the Promotional Terms and Conditions Telewest shall not incur any liability under the Agreement in relation to such Offers. Promotional Terms and Conditions may require a variation to the Agreement in which case You shall be deemed to have accepted in writing such variation on acceptance of the Offer. Unless otherwise stated in the Promotional Terms and Conditions an Offer may be amended or withdrawn by Telewest (in relation to some or all of its customers) at any time and without notice. For the avoidance of doubt Telewest is not obliged to include You in any Offer it makes to its customers.
21. **Entire Agreement PLEASE READ CAREFULLY**
- 21.1 The Agreement represents the entire understanding between the Parties in relation to the provision of the Service and supersedes and extinguishes all other agreements or representations (except fraudulent misrepresentations) made by either Party, whether oral or written. In particular Telewest shall not be bound by any oral or written representation (except fraudulent misrepresentations) made by its representatives unless specifically incorporated into the Agreement in writing.
22. **Time Not of the Essence**
- 22.1 Any dates quoted by Telewest in connection with the provision of the Service or delivery and installation of the Equipment and/or Purchased Equipment shall be treated as estimates only. Telewest accepts no liability for failure to meet such dates and time shall not be of the essence of the Agreement for this purpose.
23. **Miscellaneous**
- 23.1 No waiver by Telewest of any default by You under the Agreement shall operate or be construed as a waiver by Telewest of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by Telewest to You shall imply a waiver of Telewest's rights or shall in any way release, discharge or otherwise affect Your liability under the Agreement.
- 23.2 If any provision of the Agreement shall be prohibited or adjudged by a court of competent jurisdiction to be unlawful, void or unenforceable, such provision shall to the extent required be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances or the validity or enforcement of the Agreement.
- 23.3 The provisions of the Agreement of a continuing nature shall survive termination of the Agreement for any reason whatsoever.
- 23.4 In the event of any inconsistencies between the contents of these Standard Terms and Conditions, the Special Terms, the Order Form and the Price Guide, the order of precedence shall (unless expressly stated to the contrary) be (i) the Special Terms; (ii) the Standard Terms and Conditions; (iii) the Order Form; and (iv) the Price Guide.
- 23.5 In the event of any inconsistency between the provisions of any Site Wayleave entered into by You and Clauses 6.1, 6.3, 6.4 and 6.7, the terms of the Site Wayleave shall prevail.
- 23.6 The Parties do not intend that the Agreement be enforceable by any person not a party to the Agreement under the Contracts (Rights of Third Parties) Act 1999.
24. **Confidentiality**
- 24.1 Each Party (in this Clause "Receiving Party") undertakes to the other Party ("Disclosing Party"):
- 24.1.1 to keep confidential the Disclosing Party's information of a confidential nature obtained from the Disclosing Party in discussions leading to the Agreement and subsequently received pursuant to this Agreement ("in this Clause "Confidential Information"); and
- 24.1.2 not to disclose the Confidential Information in whole or in part to any other person without the Disclosing Party's written consent, except to the Receiving Party's employees, agents and sub-contractors involved in the supply or use of the Services (as the case may be) on a confidential and need-to-know basis; and
- 24.1.3 to use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not for its own or the benefit of any third party.
- 24.2 The confidentiality obligations in Clause 24.1 will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement.
- 24.3 The confidentiality obligations in Clause 24.1 will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:
- 24.3.1 has ceased to be secret without default of the Receiving Party's part; or
- 24.3.2 was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; or
- 24.3.3 has been received from a third party who did not acquire it in confidence.
- 24.4 Clause 24 shall survive termination of the Agreement or any part of it.
25. **Governing Law and Arbitration**
- 25.1 The Agreement shall be governed by and construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.
- 25.2 Any dispute arising under the Agreement which does not involve either a complicated issue of law or a sum exceeding £5,000 may be referred to arbitration or such other means of dispute resolution as may be applicable and available from time to time.

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

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