

MICROCARE SYSTEMS LIMITED

Terms and Conditions for Broadband Services

Effective Date: 1st June 2010

1. DEFINITIONS

Broadband Services: Internet services provided over ADSL, FTTC, SoGEA, FTTP, and Leased Lines.

Business Customer: A customer receiving services at a business premises, including any representative reasonably assumed to be acting with authority.

Charges: All fees due from the Customer, including setup, line rental, bandwidth, usage, maintenance, and any applicable usage or excess charges, as detailed in the Tariff Schedule.

Contract: The agreement between Microcare and the Customer incorporating these Terms.

Customer: The business client entering into the Contract with Microcare.

CPE (Customer Premises Equipment): Any equipment supplied by Microcare to enable the provision of the Broadband Services.

Direct Debit: Pre-authorised payment method for recurring Charges.

IP Address: Internet Protocol address assigned for Customer use. Dynamic unless otherwise stated.

Leased Line: A dedicated symmetrical internet connection provided to the Customer.

Microcare: Microcare Systems Ltd, Hamilton House, Warth Road, Bury, Lancashire, BL9 9NB.

Minimum Period: The initial term of service (typically 36 months) starting from the Service Start Date.

Network: Any telecommunications infrastructure used to deliver the Broadband Services.

RPI: Retail Price Index, published by the UK Office for National Statistics.

Service Start Date: The date the Broadband Service is activated and made available to the Customer.

Small Business Customer: A business with fewer than 10 employees or volunteers, not being a communications provider.

2. SERVICE DESCRIPTION

2.1 Microcare provides business broadband services over ADSL, FTTC, SoGEA, FTTP, and Leased Line technologies.

2.2 The service includes access to the internet and related data services with agreed bandwidth and performance levels.

2.3 Services are delivered using the best available method at the Customer's location and may include the use of partner networks.

2.4 Static IP addresses are available upon request; otherwise, dynamic IPs will be assigned.

2.5 Leased Line services include service guarantees defined in individual Service Schedules where applicable.

3. COMMENCEMENT

3.1 The Contract begins on the date Microcare accepts the order. The Service begins on the Service Start Date.

4. DURATION

4.1 The Minimum Period is 36 months commencing from the Service Start Date, unless otherwise stated. Upon expiry of the Minimum Period, or any anniversary thereafter, this Contract will automatically renew for a further period of 36 months (each a "Subsequent Term") unless either party provides written notice of termination at least 90 days prior to the end of the Minimum Period or the then-current Subsequent Term.

4.2 Small Business Customers: The Contract only renews with express written consent. Microcare will request this at least 90 days prior to term expiry.

5. SERVICE DELIVERY

5.1 The Customer must:

- Prepare the premises for installation.
- Provide access to engineers.
- Ensure necessary permissions are in place.

5.2 Microcare will use reasonable skill and care to deliver and maintain the Service, but some issues may be outside its control.

5.3 Activation dates are estimates and subject to third-party dependencies.

6. SERVICE USE

- 6.1 The Service must not be used unlawfully, in violation of fair usage, or in breach of regulatory guidelines.
- 6.2 Customers must not use the service for SPAM, denial of service attacks, or other abuse.
- 6.3 CPE provided remains the property of Microcare unless purchased by the Customer.
- 6.4 The Customer must not attempt to circumvent network controls or access unauthorised systems.
- 6.5 Microcare may suspend service for security, legal compliance, or misuse.

7. CHARGES

- 7.1 Charges are based on bandwidth, service type, usage, and other agreed services. Full tariffs are available at [Microcare Website].
- 7.2 Charges are subject to VAT and payable via Direct Debit.
- 7.3 Microcare will give the Customer written notice of any changes to the Charges or the Tariff Schedule at least 30 days before the proposed change takes effect. If the Customer reasonably objects to the change, it must notify Microcare in writing within 21 days of the date of the notice. Microcare will then discuss options with the Customer in good faith. If no agreement is reached and the change would cause material detriment to the Customer, the Customer may terminate the affected service without early termination charges by giving 30 days' written notice. For the purposes of this clause, material detriment means a change that results in a significant increase in Charges for the same level of service, or the removal of a core element of the agreed service, which materially impacts the Customer's use of or access to the Service.
- 7.4 Microcare reserves the right to increase Charges annually in line with the Retail Price Index (RPI) rate of inflation plus an additional 3.9%, based on the RPI figure published by the Office for National Statistics in February of each year. This increase will take effect from 1st April each year and will not require Customer consent or trigger a right to terminate under clause 7.3 unless the total increase exceeds RPI + 3.9%.

8. PAYMENT

- 8.1 Invoices are issued monthly in arrears and must be paid within terms stated.
- 8.2 Late payment fees, reconnection charges, and interest may apply.
- 8.3 Continued non-payment may result in service suspension and account referral to debt recovery.

9. DISPUTED INVOICES

- 9.1 Disputes must be raised within 14 days of invoice.
- 9.2 Undisputed portions of the invoice must be paid in full.

10. CHANGES

- 10.1 Microcare may amend the Terms or Charges with notice.
- 10.2 Customers may request changes in writing; these are not binding unless confirmed in writing by Microcare.

11. TERMINATION

- 11.1 The Contract can be terminated:
 - At the end of the Minimum Period with 90 days' notice.
 - If either party materially breaches the Contract.
 - By the Customer if changes are made to their significant detriment.
- 11.2 Early termination fees apply if the Contract is ended early:
 - Remaining line rental and access charges.
 - Any CPE recovery or loss charges.
 - £70 admin fee.

12. SUSPENSION OF SERVICE

- 12.1 Microcare may suspend or terminate service if:
 - The Customer breaches the Contract.
 - There is suspected fraud.
 - Payments are overdue.
- 12.2 Reconnection and admin fees may apply.

13. LIMITATION OF LIABILITY

- 13.1 Microcare's liability is limited to:
 - £500 per line.
 - £1,000 per event.

- £10,000 in aggregate over 12 months.

13.2 Microcare is not liable for third-party network faults, indirect losses, or loss of business unless caused by gross negligence.

14. CONFIDENTIALITY & DATA PROTECTION

14.1 Both parties agree to keep confidential information secure.

14.2 Microcare processes personal data in accordance with UK GDPR and the Data Protection Act 2018.

14.3 Credit checks may be conducted using credit reference agencies.

15. MOVING PREMISES

15.1 Customers must inform Microcare of any address changes.

15.2 Line transfers may incur additional charges. Retention of existing numbers is not guaranteed.

16. DISPUTE RESOLUTION

16.1 Microcare will attempt to resolve any dispute under its Complaints Handling and Dispute Resolution Code of Practice (see: <http://www.microcare-systems.co.uk>).

16.2 If a dispute cannot be resolved within 12 weeks of being raised, the Customer may refer it to:

- The Telecommunications Ombudsman: www.otelo.org.uk / 0845 050 1614; or

- Ofcom: www.ofcom.org.uk / 020 7981 3040 or 0300 123 3333.

16.3 Disputes must be submitted in writing to Microcare's Customer Services Centre with full details.

16.4 Nothing in this clause prevents either party from exercising contractual rights and remedies.

17. GENERAL

- Force Majeure: Neither party is liable for events beyond reasonable control.

- Assignment: Customers may not assign the Contract without written consent.

- Notices: Must be in writing and sent to the contact details on record.

- Entire Agreement: This document forms the entire agreement.

- Jurisdiction: Governed by English law.

CONTACT DETAILS

For any questions or to report faults, contact:

Microcare Systems Ltd

Phoenix House, 100 Brierley Street, Bury, BL9 9HN

Email: enquiries@microcare-systems.co.uk

Website: www.microcare-systems.co.uk