

# BRINKWORTH BUSINESS CENTRE

BRINKWORTH HOUSE, BRINKWORTH • SWINDON, WILTSHIRE • SN15 5DF  
PHONE: 01666 511340 • FAX: 01666 511301 • FREEPHONE: 0321 510866

ENQUIRIES@BRINKWORTHHOUSE.CO.UK • HTTP://WWW.BRINKWORTHHOUSE.CO.UK

## Terms and Conditions of Broadband Usage (Brinkworth House Residents)

When utilising Internet access via our connection and equipment, you must accept the following terms and conditions.

### TERMS OF SERVICE

Brinkworth Business Centre provides Internet Access via Satellite.

Brinkworth Business Centre reserves the right to suspend or cancel a customer's access to any or all services provided by Brinkworth Business Centre if Brinkworth Business Centre considers that the account has been inappropriately used or otherwise.

### METHOD OF ACCESS

Brinkworth Business Centre will provide a single network port in an office for a resident to connect their equipment to; multiple workstations may be connected to this port via a hub or switch. (To be provided by the resident)

Although there are 3 firewalls between the Internet and the resident, it is STRONGLY recommended that the resident uses a firewall hardware/software device to protect their internal equipment.

The service provided is one of outbound access only, i.e. the resident may check their email from a POP3 account on another ISP's server but may not receive inbound traffic to a server in their office directly without first initiating the connection.

An Internet accessible IP address will not be issued to each resident. Class C addresses will be used internally.

Brinkworth Business Centre will take not responsibility for the misuse of resident's equipment by 3<sup>rd</sup> parties whether protected or unprotected by a firewall device.

### 2 LEVELS OF SERVICE AVAILABLE

MAX. BANDWIDTH DOWNSTREAM	MAX. BANDWIDTH UPSTREAM	MIN. BANDWIDTH DOWNSTREAM	MIN. BANDWIDTH UPSTREAM	MAX. OFFICE CONTENTION RATIO
256k	128K	64K	64K	15:1
512k	128K	64K	64K	15:1

### INTERNET ACCESS USE

Our Internet Access accounts are to be used by the primary owner only. Internet Access account holders are not permitted to resell or give away the Internet Access services to other parties. Internet Access services are defined as allowing the Brinkworth House resident access to content from the Internet.

Brinkworth Business Centre reserves the right to refuse service and /or access to its equipment to anyone.

ALTERNATIVE BUSINESS CENTRE LTD • REGISTERED ADDRESS: BRINKWORTH, SN15 5DF  
CO. REG. NO. 1944770 • VAT NO.560 9485 17

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Monitoring of the connection is essential for a consistent provision of service.

### **Brinkworth Business Centre does not allow any of the following content to be accessed via its Internet connection or equipment.**

**Illegal Material** - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any International, National or Local law or regulation.

**Adult Material** - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Brinkworth Business Centre .

**Warez** - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

Additionally, Brinkworth Business Centre will not allow network tools to be operated on the connection at any time. Monitoring for such tools will be undertaken.

### **UNLIMITED USE POLICY**

High bandwidth usage: Brinkworth Business Centre offers an unlimited use policy by maintaining fixed ratios of bandwidth per customer. In rare cases, Brinkworth Business Centre may find a customer to be using equipment/connection resources to such an extent that he or she may jeopardize our service providers' performance and resources for other customers. In such instances, Brinkworth Business Centre reserves the right to impose the High Resource User Policy for the consideration of all customers.

### **HIGH RESOURCE USER POLICY**

Resources are defined as bandwidth and/or equipment utilisation.

Brinkworth Business Centre may implement the following policy at its sole discretion:

When a resident is found to be monopolising the resources available, Brinkworth Business Centre reserves the right to suspend that account immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our provided service.

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**INDEMNIFICATION**

The resident agrees that it shall defend, indemnify, save and hold Brinkworth Business Centre harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Brinkworth Business Centre, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed. The resident agrees to defend, indemnify and hold harmless Brinkworth Business Centre against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Brinkworth Business Centre 's connection or equipment; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer arising from the use of Brinkworth Business Centre's connection or equipment.

**DISCLAIMER**

Brinkworth Business Centre will not be responsible for any damages your business may suffer resulting from services provided by Brinkworth Business Centre. Brinkworth Business Centre makes no warranties of any kind, expressed or implied for services that we provide. Brinkworth Business Centre disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Brinkworth Business Centre and its employees. Brinkworth Business Centre's financial liability is restricted to the price paid for the service provided. Brinkworth Business Centre reserves the right to revise its policies at any time.

These terms and conditions do not affect your statutory rights as a consumer.

Please sign below to accept these terms and return a copy to us:

Company Name: .....

Authorised Signature: .....

Date : .....

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