

1: 1. CONTRACT / Terms and Conditions

2: 1.1 These Conditions apply to the provision of all services provided by Torsion Internet Limited including, but not limited to: Internet dial-up (0845), xDSL, Domain Name Registration, Website construction, Website Development, Database Programming, Database construction, Domain Name, Hardware and Software support, Web and email Services (the "Service") by Torsion Internet Limited of 53 Richardshaw Lane, Pudsey, Leeds, West Yorkshire, LS28 7NB ("Torsion", "we" or "us"). "Customer" and "you" refer to a user of the Service. The "Contract" means the legal agreement between you and Torsion Internet Limited, formed by these Conditions, your Application (referred to below) and any additional terms expressly referred to and incorporated into these Conditions.

3: 1.2 You are bound by the Contract when you use the Service after having had the opportunity to read these terms and after completing any application or registration process (the "Application").

4: 1.3 We reserve the right to vary these Conditions from time to time. You shall be deemed to have consented to such variation if you continue to use the Service after a period of 2 weeks from the date on which the modification took place. If we change any fundamental aspect of the Contract (including the price), we will notify you of the change by email at least 2 weeks prior to the change, and you will be deemed to have consented to such variation if you continue to use the Service after a period of 2 weeks from the date of such notification.

5: 1.4 By entering into the Contract on the terms of these Conditions, you consent to immediate provision of the Service. Accordingly, you acknowledge that you will have no right to cancel the Service under the Consumer Protection (Distance Selling) Regulations 2000. Your right to terminate the Contract is set out in Clause 6.

6: 2. THE SERVICE

7: 2.1 We shall use our reasonable endeavours to provide the Service promptly, continually and in accordance with the service description.

8: 2.2 In providing the Service, we shall exercise the reasonable skill and care of a competent Internet service provider.

9: 2.3 We do not guarantee that the Service will be provided without interruption or defects from time to time, but we will use our reasonable endeavours to correct reported problems promptly. Problems should be reported to Torsion Internet Limited, details of which are contained herein.

10: 2.4 We may temporarily suspend the Service for the purposes of maintenance or improvement of relevant facilities, and we will use our reasonable endeavours to:

11: 2.4.1 give you as much notice of any suspension as practicable and

12: 2.4.2 restore the Service as soon as practicable.

13: 2.5 We reserve the right at any time to:

14: 2.5.1 change telephone numbers or access codes designated by Torsion for receiving our Services;

15: 2.5.2 change your password;

16: 2.5.3 impose reasonable limits on the size of email or other content which you store on Torsion servers as part of the Service;

17: 2.5.4 remove your email or your data from our servers and redirect your website;

18: 2.5.5 suspend or restrict any (including trial) use of the Service by you;

19: 2.5.6 (in the case of Customers using the unmetered Service) disconnect you automatically from the Service in the event that your Internet connection remains active at the end of the Service's hours of availability; and

20: 2.5.7 (in the case of Customers using the unmetered Service) subject your Internet connection to reasonable network traffic management controls, including the right to disconnect connections after a period of continuous use and/or a period of inactivity during connection in accordance with the relevant Service description.

21: 2.5.8 impose additional charges for administration work carried out in relation to Clause 2.

22: 3. USE OF SOFTWARE

23: 3.1 Where your Application for the Service requires us to deliver to you a copy of one or more software programs (the "Software"), the following provisions of this Clause 3 shall apply (subject to Clause 3.3.5).

24: 3.2 You are licensed only to:

25: 3.2.1 load the Software and use it on a single computer, strictly for the purpose of enabling you to receive the Service.

26: 3.3 You shall not :

27: 3.3.1 distribute copies of the Software or accompanying documentation to third parties;

28: 3.3.2 re-sell, rent, lease or otherwise commercially exploit the Software;

29: 3.3.3 translate, reverse engineer, decompile, disassemble or alter the Software or accompanying documentation EXCEPT to the extent that such activity is permitted by applicable law; or

30: 3.3.4 do any of the acts referred to in this Clause 3.3 in relation to a material part of the Software or accompanying documentation.

31: 3.3.5 Components of the Software and accompanying documentation may constitute the intellectual property of our licensors. Accordingly you undertake to comply fully with all license terms imposed by the relevant licensors and made available to you prior to your use.

32: 4. CUSTOMER'S OBLIGATIONS

33: You shall:

34: 4.1 comply with Torsion's Acceptable Use Policy ("AUP") and other user directions for the relevant Service, and in the event of any inconsistency between the AUP and these Conditions, the AUP shall take precedence;

35: 4.2 comply with all applicable domain name registration and use regulations;

36: 4.3 comply with the acceptable use policies, licence and other terms and conditions of any third party to whose website, services and/or goods you receive access via the Service;

37: 4.4 be responsible for interoperability between your PC, modem and the public telecommunications network;

38: 4.5 report Service faults to the Torsion helpdesk as soon as possible;

39: 4.6 provide Torsion with all information reasonably required in order to enable Torsion to deliver the Service (eg: Customer's relevant telephone number, email address, website address, domain name);

40: 4.7 pay Torsion's fees in accordance with Clause 5;

41: 4.8 NOT use the Service:

42: 4.8.1 for criminal or fraudulent purposes or deliberately to offend any person;

43: 4.8.2 to receive or transmit material that is obscene, defamatory, infringes any intellectual property or confidentiality rights or is otherwise in violation of applicable laws and regulations;

44: 4.8.3 knowingly or recklessly to transmit any electronic material (including viruses and media files) likely to cause detriment to computer systems operated by Torsion or other Internet users;

45: 4.8.4 to transmit or procure the transmission of unsolicited advertising or promotional material;

46: 4.8.5 for broadcasting or multicasting material, except in accordance with Torsion's terms for the provision of such services.

47: 4.9 NOT re-sell, rent, lease or otherwise commercially exploit the Service.

48: 5. FEES

49: 5.1 The Fees payable in respect of the Service are set out in the Application and are payable in advance.

50: 5.2 You shall pay the Fees by the date specified in the relevant invoice.

51: 5.3 Payment of the Fees shall be made in accordance with the terms set out in your Application and are non-refundable except where Torsion terminates the Service otherwise than in accordance with the Contract.

52: 5.4 Torsion will charge interest on all outstanding fees on a daily basis at the rate of 8% above the base lending rate of the Bank of England in force at that time, from the date of the invoice until the date of actual payment or Judgement has been enforced.

53: 5.5 Payment of the Fees shall be made to Torsion Internet Limited unless otherwise agreed in the Application.

54: 5.6 The Fees are exclusive of VAT unless otherwise stated in the Application.

55: 5.7 For the avoidance of doubt, you are responsible for payment of all additional charges incurred by you through the use of the Service, unless you cancel the service by giving Torsion not less than thirty (30) days written notice.

56: 5.8 Where the service carries a minimum contract period of 12 months, any continued use of the service thereafter will be taken as your automatic acceptance to continue the service, until you cancel the service by giving Torsion not less than thirty (30) days written notice.

57: 5.9 All Services, goods and domain names remain the property of Torsion Internet Limited until all fees are paid in full.

58: 6. TERM AND TERMINATION

59: 6.1 The Contract shall remain in force throughout the period covered by your subscription for the Service and, if longer, throughout your use of the Service unless terminated in accordance with the Contract.

60: 6.2 Torsion may terminate or suspend your use of the Service and the Contract immediately (and, where practicable, upon giving notice to you) in the event that:

61: 6.2.1 it becomes unlawful for Torsion to continue to provide the Service; or

62: 6.2.2 Torsion is required to cease the provision of the Service by a competent regulatory authority; or

63: 6.2.3 you breach any material term of the Contract, which includes your payment obligations.

64: 6.3 Torsion may terminate the Service at any time on giving you at least 1 months' notice in writing, subject to reimbursement of any annual Fees paid in advance for Service that will not be delivered.

65: 6.4 Termination of the Service shall be without prejudice to either party's rights and obligations accrued prior to the date of termination.

66: 6.5 The Customer may end this Agreement by giving Torsion not less than thirty (30) days written notice of termination of the Service to take effect no earlier than the end of their current paid subscription period.

67: 7. LIABILITY

68: 7.1 The following provisions of this Clause 7 are subject to Clause 7.5. Except for any express terms set out in the Contract, Torsion excludes all warranties, representations and Software and any accompanying documentation or materials provided by Torsion.

69: 7.2 Torsion is not aware of any reason why the provision or receipt of the Service should infringe any third party intellectual property or confidentiality rights ("IPRs") in any applicable jurisdiction. In the event that any claim is made

by a third party that IPRs are infringed, Torsion shall use its best endeavours to minimise the impact of such claim upon your use of the Service, subject always to Clause 6.2.1.

70: 7.3 Torsion will not be liable for any liabilities arising in contract, negligence or otherwise for any of the following types of loss that you may incur through use or receipt of the Service:

71: 7.3.1 any economic loss (including loss of revenue, profit, contract, business opportunity or anticipated savings);

72: 7.3.2 any loss of goodwill or reputation;

73: 7.3.3 any special, indirect or consequential losses, including loss of data;

74: 7.3.4 any loss, whether direct, consequential or indirect, arising from your use or purchase of third party information, services or goods via the Internet.

75: 7.4 Torsion's liability for breach of contract, negligence or other default arising under or in connection with the Contract shall be limited to the full invoiced cost of your provision of service excluding VAT in aggregate.

76: 7.5 Nothing in the Contract shall exclude or limit any party's liability for:

77: 7.5.1 death or personal injury caused by negligence; or

78: 7.5.2 fraud.

79: 7.6 Neither party shall be liable to the other for any breach of contract, negligence or other default arising out of or connected with the Contract, to the extent that such default is caused by circumstances beyond the reasonable control of the defaulting party.

80: 8. CUSTOMER'S WARRANTY AND INDEMNITY

81: 8.1 You warrant that you have the right to use any domain name (including any trade marks comprised within such name) requested as part of the Service.

82: 8.2 You indemnify Torsion in respect of all liabilities, losses, costs, claims, damages and expenses that Torsion may incur as a result of your breach of the Contract.

83: 9. DATA PROTECTION

84: 9.1 Torsion may hold and process your personal data provided to Torsion, and is authorized by you to do so, for the following purposes:

85: 9.1.1 providing the Service to you;

86: 9.1.2 retaining records of the Service to you for a reasonable period following termination;

87: 9.1.3 operating and enforcing the Contract;

88: 9.1.4 providing you with information concerning other services offered by Torsion from time to time, SUBJECT TO your right to opt out upon giving written notice to Torsion; or

89: 9.1.5 complying with any court order or applicable data protection regulations.

90: 9.2 Torsion shall comply with its data protection and privacy policy.

91: 9.3 You shall promptly give written notice to Torsion of any changes in your personal data. Such notice may be by email to or such other address as we may notify to you from time to time.

92: 10. DATA PROTECTION

93: 10.1 Torsion shall be entitled to assign its rights and obligations in respect of the Service and the Contract to any third party, either in whole or in part.

94: 10.2 Your rights and obligations in respect of the Service and the Contract are personal, and may not be assigned without the prior written consent of Torsion.

95: 11. THIRD PARTY RIGHTS

96: A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

97: 12. LAW AND JURISDICTION

98: The Contract shall be governed by English law and the parties both submit to the non-exclusive jurisdiction of the English courts.