

## Vfast Internet Ltd - Terms and Conditions of Service

These Conditions set out the basis on which we provide our Vfast internet services. We are Vfast Ltd, a company registered in England and Wales number 06117927 with our registered offices located at County House, Station Approach, Bekesbourne, Canterbury, Kent, CT4 5DT.

Definitions of certain words used in these Conditions can be found below.

In these Conditions the following expressions have the following meanings:

**Charges:** means charges to be paid by you for the Services (including monthly fees and any set-up charges), calculated according to the prices and rates set out in our **Price** or as otherwise notified to you in accordance with these Conditions.

**Cooling Off Period:** as defined in clause 7.1 (below).

**Conditions:** the conditions in this Contract and any changes we may make to them.

**Contract:** the contract between you and us authorising you to receive the Services in accordance with these Conditions.

**Equipment:** means any equipment, apparatus or software provided by us as part of providing Services under the terms of this Contract, including without limitation any reception/transmission equipment forming part of our wireless system, as well as any equipment provided to you for making voice calls.

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

**Network:** the local radio network of base stations and relay/transmission equipment by which the Service is provided.

**Minimum Term:** as stated on your Order Confirmation, starting from the Service Commencement Date.

**Order Confirmation:** the email you will receive from us confirming that your Order has been accepted and this contract has been formed.

**Premises:** your home or business in the United Kingdom, at which the Equipment is to be installed, and to which the Services are to be provided as agreed between us and you in writing.

**Services:** the service(s) provided to you by us as specified in your Order (and confirmed in our Order Confirmation

**Service Commencement Date:** the date on which installation works, where required, are complete and the Services commence.

**United Kingdom:** the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

**"we", "us", "our":** Vfast Ltd.

**"you", "your":** the customer who is entering into the Contract on the basis of these Conditions.

This Contract is comprised of:

These Conditions

Our Price Guide

Our Acceptable Use Policy

Our Privacy Policy

### 1. Placing Your Order

1.1 **Acknowledgement & Acceptance of Order.** We are under no obligation to accept your order. We will acknowledge your order by sending the Order Confirmation, at which point this Contract will come into existence between you and us. No contract will exist between you and us until we send you the Order Confirmation.

1.2 **Eligibility.**

1.2.1 The Service is only available to individuals who are eighteen (18) years of age who can form legally binding contracts under applicable law. We only provide our Services in the United Kingdom, we do not accept orders from addresses outside of the United Kingdom.

1.2.2 By accepting these Conditions, you signify that you meet these qualifications of eligibility. We may refuse to offer the Service to any person or company and may change our criteria for eligibility, at any time, at our sole discretion without providing a reason.

1.2.3 Airfibre Lite, Home, Max and Ultimate services are only available to residential customers. Anyone operating and/or running a business from the installation address will need to contact Orbital Net for business service.

1.2.4 We reserve the right to refuse to offer Services to an address or business that has previously been supplied a connection from Orbital Net. Doing so in some cases can breach an anti-competition agreement in place between ourselves and Orbital Net.

**2. Installation and Maintenance of Equipment**

2.1 Once we have processed your order, we will contact you to arrange delivery and installation of any Equipment that we need to install at your Premises. You must ensure that:

2.1.1 we are able to access your Premises on the appointed day and time to deliver and install your Equipment;

2.1.2 you prepare your Premises in accordance with our reasonable instructions in order to ensure that the Equipment can be installed;

2.1.3 you are the owner of the Premises, or you have any consent required for the installation of the Equipment, for example from your landlord or your local authority, we are not obliged to install Equipment or provide the Service unless all consents and permissions have been obtained; and

2.1.4 your PC and other devices meet the minimum specification required to use our Services.

2.2 When we install the Equipment at your Premises we will make every effort to site the Equipment at a location of your choice in the Premises that is also suitable for accessing our wireless Network. However, to obtain optimum signal strength this may not be possible and additional internal or external cabling work may be required. As a result, it may be necessary for you to instruct a third party to undertake this work for you. If we are unable to install the Equipment at a mutually suitable location, this Contract shall terminate and any monies received by us in advance shall be refunded to you. Somebody must be available at the Premises to allow the engineer to complete the installation, or service call for the entire time of the agreed slot.

2.3 Our installation and service call slots are between the following times:

AM - 08:00 to 13:00 and PM - 13:00 to 18:00

2.4 You should ensure we are able to contact you on the contact numbers provided to us at the time of placing your order for the Services, for the duration of the appointment slot. You will incur a non refundable abortive or missed appointment charge, as detailed in the Price Guide if the engineer is unable to carry out the work at, or gain access to, the Premises on the agreed installation, or service call date.

2.5 In some circumstances it may be necessary to use additional equipment in order that the required antenna can be installed in both a satisfactory and safe location at your Premises. If this is the case then you will be advised prior to installation of any additional charges that will be incurred, an example of items that may not be not

covered by the Charges (and which you would be required to pay in addition to the Charges to complete the installation) are as follows, the fees due for any additional Charges shall be as detailed in the Price Guide:

2.5.1 Chimney Strap

2.5.2 Large Pole (10ft+) and bracket(s)

2.5.3 Extra cable (over 15M)

2.5.4 Bespoke cabling (Cabling not required for installation but requested by you)

2.5.5 Cherry Picker.

2.6 If we decide that the Equipment cannot be satisfactorily or safely installed at your Premises, then we may cancel any installation date and terminate this Contract. We will refund you any sums you have already paid us in advance before termination.

2.7 Should you move into a property that already has an existing Vfast Ltd connection, please see the Price Guide for any re-connection charges:

2.8 We will need to access your Premises from time to time for example to repair, maintain, replace or upgrade any Equipment installed on your Premises, or to recover our Equipment following any termination of this Contract.

2.9 If we require access, we will contact you to arrange an appointment for us to attend your Premises for this purpose. You agree to cooperate with us in arranging a suitable time for us to attend your Premises.

2.10 The Equipment will remain our property at all times unless we notify you otherwise in writing. The Equipment is supplied to you as part of the Services under this Contract only. You must not give anyone else any rights over it, without our written consent. We may add to or substitute the Equipment if we have a valid reason.

2.11 You must not tamper with, add to, modify or interfere with the Equipment in any way, and you must not allow any other person to do so. You are responsible for any loss or damage to the Equipment up to the value of £250 per installation, unless this is:

2.11.1 Caused by us, our employees or our contractors; or

2.11.2 due to a fault in the Equipment, or to fair wear and tear.

2.12 If we need to replace Equipment that is damaged by reasons beyond our control such as faults caused by electrical surges or storms or any other reason, there may be a service fee for carrying out such work, the cost of the service fee is detailed in the Price Guide. In addition, a requested service visit for a fault that is not a result of our Services or Equipment but is a fault generated by you or equipment that you own will result in a service fee being charged.

2.13 Failure to return any item of the Equipment may result in additional Charges to you, as detailed in the Price Guide.

2.14 If you connect our Equipment to a Local Area Network (LAN) then you are responsible for:

2.14.1 supplying, configuring and maintaining a suitable piece of equipment (for example, a router, wireless access point or hub) capable of interfacing with our Equipment.

2.14.2 notifying us of the technical contact for your LAN.

2.15 By accepting these Conditions you understand that we will not provide any technical assistance for your home or office LAN.

### **3. Internet Access**

### 3.1 Access codes.

- 3.1.1 We will provide you with a username and password to give you access to the Services. You must keep your username and password secret and inform us immediately if you become aware of any unauthorised use of your username and password.
- 3.1.2 You are entirely responsible for all access to the Services made using your username and password, even if this is done without your consent. We will not be liable under any circumstances for any unauthorised access to your information or material posted on the Internet.

3.2 **IP addresses.** We will assign you with an IP address dynamically via PPPoE and do not have the ability to provide a static IP. All IP addresses that are assigned to you remain the property of Vfast Internet Ltd and you must not sell, attempt to sell, or agree to transfer them to anyone else.

### 3.3 Permitted Users.

- 3.3.1 You are responsible for all those who use the Services from your Premises, and you should ensure that all users are aware of these terms and the Acceptable Use Policy.
- 3.3.2 You must not re-sell or provide access to the Services to anyone outside your Premises, whether by means of wireless connectivity, by means of cables to neighbouring houses or offices, or by any other means.

### 3.4 Availability.

- 3.4.1 We will use reasonable endeavours to provide the Services on a continuous basis, subject to these Conditions. However, we cannot guarantee that the Services will be fault free or without interruption.
- 3.4.2 The quality and availability of Services may sometimes be affected by factors outside our control. This could include mechanical breakdown, local physical obstructions, atmospheric conditions, other causes of radio interference or the number of people trying to access our systems at the same time.
- 3.4.3 Because of the nature of the Vfast service, the Services may also be adversely affected by the actions of other customers within the same Network as you. This could include breach of these Conditions by those customers or disconnection or interference with our Equipment on their Premises by those customers. We will use all reasonable endeavours to address any problems arising from such actions in order to maintain service levels for you.
- 3.4.4 We may have to interrupt or suspend the Services due to an emergency, for the purposes of repair, maintenance, improvement or because of operational reasons or to make changes requested by your or notified by us to you. If we do need to interrupt or suspend the Services, we will restore the Services as soon as we reasonably can.
- 3.4.5 For operational reasons we may need to alter any usernames, e-mail addresses or IP addresses that are registered to you.

### 3.5 VoIP Availability.

- 3.5.1 By signing up to the Vfast VoIP Service you understand and agree that the Service may not offer all of the features you may expect from a traditional phone line and may sometimes be unavailable as a result of things over which we have no control, for example, power disruptions and failures of your broadband connection. You must maintain your broadband connection in order to use the Service.
- 3.5.2 If the Service is fully operational, 999/112 public emergency call services can be accessed from within England, Wales, Scotland and Northern Ireland. However, you understand and acknowledge that there may be some limitations as set out in the following paragraphs.

- 3.5.3 If you use the Service outside England, Wales, Scotland and Northern Ireland you will not be able to call emergency services in the country where you are located. A line from another communications provider will be required to call emergency services outside England, Wales, Scotland and Northern Ireland.
- 3.5.4 For each phone line that you utilise with the Vfast VoIP Service, you must register with Vfast the physical location where you will be using the Service. Your initial location will be registered as a part of subscribing to the Vfast VoIP Service. It is your responsibility to maintain the accuracy of your location address by contacting our accounts team if there are any changes. If you do not update us with changes, it may or may not be possible for emergency operators and authorities to identify your location and phone number when you dial 999/112. When you dial 999/112 you will need to state your location and phone number promptly and clearly, as emergency operators and authorities may not have this information.
- 3.5.5 You agree to inform potential users of the Service of the above limitations and you understand and accept that you should always have an alternative means of accessing 999/112 emergency services.
- 3.5.6 999 / 112 Emergency Services DO NOT function during an electrical power or broadband provider outage, or if your Vfast account has been terminated, or suspended.

### 3.6 Conduct of customer.

- 3.6.1 You must comply at all times with our Acceptable Use Policy as set out on our website. We may update our Acceptable Use Policy at any time by posting a revised version on our website.
- 3.6.2 You must also comply with all applicable laws, rules, regulations and conduct policies.
- 3.6.3 You must not use the service to send unsolicited emails in bulk ("spam") to anyone. Any usage of our service for spamming will result in immediate termination of this Contract without notice and without any refund of Charges.
- 3.6.4 By accepting these Conditions you are agreeing not to allow through your actions, or those of another, the use of the Services for unlawful or illegal purposes; including but not limited to making offensive, indecent or prank/hoax calls, allowing others to do so, using the Services fraudulently, to commit or further a criminal offence.

### 3.7 Content.

- 3.7.1 We are not responsible or liable for the content of any information transmitted by you or any other person using the Services.
- 3.7.2 We are under no obligation to monitor or review any content belonging to you and contained on or transmitted by our systems. However, we reserve the right to inspect any content created, accessed or transmitted by you using the Services, including content in your files, emails, postings or websites, to check your compliance with these Conditions.
- 3.7.3 We may remove from our systems, without liability to you, any content in your files, emails, postings or websites which we reasonably believe:
  - 3.7.3.1 is or may be considered to be pornographic, defamatory, misleading, deceptive or to infringe anyone else's rights in any other way; or
  - 3.7.3.2 is in breach of any applicable laws, regulations, international conventions, licences or policies; or
  - 3.7.3.3 breaches our Acceptable User Policy in any other way.

3.7.4 We have no control over the content of material which you access using the Services, and we will not be responsible or held liable for any content (including its accuracy, legality or quality) other than content authorised by us and displayed on our own website.

### 3.8 Online security.

3.8.1 Connecting to the Internet means that your computer is part of a worldwide network of computers. It is possible that your computer is providing file shares, or other services on the Internet connection that may allow it to be hacked.

3.8.2 You are solely responsible for the security of your computers. We are not responsible for any breach of security via the Internet. We recommend you ensure your machine or LAN is configured correctly and has firewall software or a separate firewall to protect you from the Internet. This is particularly important if you use our Service to maintain a permanent connection to the Internet.

3.8.3 Your computer or LAN may also be vulnerable to attack by computer viruses, so you should ensure that you use up-to-date computer virus scanning software.

### 3.9 Fair use policy.

3.9.1 All our packages are designed for normal residential use. This is defined as being bursty usage, i.e. not continuous and sustained downloading and/or uploading over a long period of time. Continuous downloading and/or uploading will quickly use up your usage allowance and once your usage allowance has been exceeded the service will be rate limited to 128kbps until either upgraded to the next package, additional usage allowance purchased at a £1/GB or the next months usage allowance starts.

- Airfibre Lite = 5GB\* per month, reduced to 128kbps once exceeded.
- Airfibre Home = 10GB\* per month, reduced to 128kbps once exceeded.
- Airfibre Max = 100GB\* per month, reduced to 128kbps once exceeded.
- Airfibre Ultimate = Unlimited monthly usage. To protect other customers and maintain a high level of service, continued excessive usage will result in a notification alert email. If high usage continues then we reserve the right to temporarily rate limit the service.

\* Usage Allowance = Download + Upload.

3.9.2 Monthly usage allowances start on the 1st of each month at midnight.

3.9.3 You can view your usage, purchase additional usage, or upgrade to the next package by logging into <http://my.vfast.co.uk> with your account number and password provided when you placed your order online.

## 4. Rights to make changes

4.1 We may change the Services:

4.1.1 To reflect changes in relevant laws and regulatory requirements; and

4.1.2 To implement minor and technical adjustments and improvements, for example to address a security threat.

4.2 If you wish to make a change to the Services you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know any changes to the Charges or anything else as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## 5. Payments

- 5.1 You must pay the Charges every month in advance of provision of the Service by Direct Debit. Charges are deducted as follows:
- 5.1.1 Initial payment of installation charge and the first months payment will be payable by Debit or Credit card on the Service Commencement Date.
  - 5.1.2 Monthly charges are payable each month by Direct Debit starting on the 1st or 15th of the following month (which date each month the Charges will be payable by you will be agreed between you and us in writing) and continuing at monthly intervals until such time as the Service is terminated or expires.
- 5.2 We can charge interest if you pay late. If you do not make a payment to us by the due date, we may charge interest to you on the overdue sum at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.
- 5.3 We can provide you with a monthly statement via email, if you wish to receive a statement then please email [accounts@vfast.co.uk](mailto:accounts@vfast.co.uk). Should you wish to receive a paper statement or invoice via the post then we can also provide this to you at a cost of £2.00 per document.
- 5.4 If a scheduled Direct Debit payment is refused by your bank, we will charge an admin fee of £5 for each failed Direct Debit payment.
- 5.5 We reserve the right to increase your prices during the Minimum Term in line with the annual percentage increase in the Consumer Price Index (CPI) or 2%, whichever is the highest. We may increase your prices in line with this clause 5.5 on or after the 1st of April each year.
- 5.6 Other than as set out in clause 5.5, during the Minimum Term we will not alter the Charges. After the Minimum Term, we may alter the Charges at any time by giving you at least 30 days notice.

## **6. Duration and Minimum Term**

- 6.1 **Commencement of the Services.** The Services will commence on the Service Commencement Date. This will normally be the same day that we complete installation of the Equipment, but in some cases we may need to delay commencement of the Services. However, you will not be responsible for paying any Charges until the Services commence.
- 6.2 **Minimum Term.**
- 6.2.1 Unless terminated for one of the reasons set out in this clause 6, the Contract runs for at least the Minimum Term, even if you move to Premises that are not within our service area. This means that during the Minimum Term you have only limited rights of termination (as set out in paragraph 8 of these Conditions).
  - 6.2.2 In particular, even if you choose not to make use of the Services for some or all of the Minimum Term, you are liable to pay the Charges for the remainder of the Minimum Term.
  - 6.2.3 After the expiry of the Minimum Term, the Contract will then remain in force until terminated in accordance with this clauses 7 or 8.

## **7. How to end the Contract (including if you have changed your mind)**

- 7.1 You have a right to cancel this Contract within fourteen (14) Days of the date on which it is entered into (the "**Cooling Off Period**") by doing one of the following:
- 7.1.1 calling our Accounts Team and providing details of your order your name and address; or

- 7.1.2 by providing written notice to us in accordance with clause 11.7 (Communications). Your 14 Day Cooling Off Period starts the moment you receive your Order Confirmation for the Service and ends 14 Days after. If this Contract is cancelled by you during the Cooling Off Period, this Contract will be treated as if it had not been made. The right of cancellation under this clause does not affect your statutory rights. For more details of your statutory rights, please contact your local Citizens Advice Bureau.
- 7.2 Be aware you will also lose your right to cancel this Contract during the Cooling Off Period if you allow us to commence installation of the Equipment (or any other aspect of the Services) before the end of the Cooling Off Period.
- 7.3 If you cancel this Contract during the Cooling Off Period before the date on which you receive the order confirmation email from us, you will not be responsible for any Charges under this Contract and any payments already made in advance will be refunded. If you have already received your Order Confirmation from us, you will be responsible for any Charges under this Contract up until the date you told us you wished to cancel. Any payments already made for Services that would be provided after the Cooling Off Period expires will be refunded. Once the right to cancel has been lost or the Cooling Off Period has expired, then the Contract will remain in force, and you will remain liable to pay our Charges, for at least the Minimum Term (please see paragraph 7 for further details).
- 7.4 After the Minimum Term has come to an end, this Contract will change to a rolling 30 days' contract, where 30 days' written notice is required to terminate the Contract.
- 7.5 If you wish to exercise your right to cancel, please contact us as soon as possible (see paragraph 9.8, "Communications").
- 7.6 **If You Move Premises.** If you are out of your Minimum Term and intend to move from the current Premises, with the wish to have Vfast installed at your new premises under this Contract, it is your responsibility to notify us at least 30 days in advance before your move. We will request that a new order is placed for your new premises and a new contract is taken out, with the applicable installation charges applied as set out in the Price Guide. Should you move during your Minimum Term, we will require this Contract to be brought up to date and any monies owing to be paid in full before we will process a new order.

## **8. Termination**

### **Your right to terminate during the Minimum Term.**

- 8.1 . You may end this Contract at any time during the Minimum Term by giving us not less than 30 days notice if we significantly alter the Services and this has an adverse effect on the Services described when you placed your order.
- 8.2 Clause 8.1 does not include the limitation or restriction of filesharing services; examples of which are (but not limited to) torrent services and newsgroups. A restriction of this type is not an acceptable reason to terminate service.
- 8.3 If you do not give us notice to terminate your Services within 30 days of the notification that we have significantly altered the Services then you will be deemed to have accepted the changes to the Services.
- 8.4 If you terminate during the Minimum Term for any reason other than that set out in clause 8.1, you will be liable to pay all Charges due to the end of the Minimum Term, We and you acknowledge that this is a genuine pre-estimate of Our losses as a result of such early termination.

### **Our right to terminate during the Minimum Term.**

- 8.5 We reserve the right to terminate the Contract at any time by giving you written notice, if we deem it appropriate to do so.



- 8.6 Without affecting our rights to terminate under clause 8.4, during the Minimum Term and during any rolling period thereafter, we may terminate the Contract if you break any of these Conditions, by giving you not less than seven days' notice in writing.
- 8.7 We will not terminate this Contract during the Minimum Term unless you break any of these Conditions or unless there are circumstances beyond our control that prevent us from providing the Services; in this case we will endeavour to provide you with as much notice as possible.
- 8.8 We reserve the right to terminate this Contract and your rights to use our Services for any reason, including, but not limited to; our belief or suspicion that any registration data you provide is or becomes untrue, inaccurate, not current, or incomplete.

#### **Termination after the Minimum Term.**

- 8.9 After the Minimum Term, you may terminate this Contract at any time by giving us not less than 30 days notice.
- 8.10 After the Minimum Term, we may terminate the Contract:
- 8.10.1 by giving you not less than 30 days notice in writing; or
  - 8.10.2 if you break any of these Conditions, by giving you not less than seven days' notice in writing.

#### **Refunds and suspension of Services**

- 8.11 We will not refund any Charges or other payments made under this Contract if we end this Contract because you have broken these Conditions. In all other circumstances, if we end this Contract, we will refund any Charges paid in respect of unexpired portion of the month in which termination occurs, calculated on a daily basis.
- 8.12 If any Charges are overdue or you break any other of these Conditions or you are in breach of our Acceptable Use Policy, we may suspend the Services immediately without notifying you first. The Services will remain suspended until either:
- 8.12.1 all overdue Charges are paid, or you remedy the breach of these Conditions (as the case may be); or
  - 8.12.2 we terminate this Contract as set out in clause 8.54.
- 8.13 A reconnection fee may be payable upon any restoration of the Services following suspension under clause 8.13, the cost of such reconnection fee is set out in our Price Guide. .

#### **9. Returning the Equipment after ending the Contract.**

- 9.1 If you end the Contract for any reason after the Equipment has been provided to you, you must return the Equipment to us. Please contact us for a return label or to arrange collection. If you are ending the Contract because you changed your mind, you must return the Equipment within 14 days of telling us you wish to end the Contract.
- 9.2 We will pay the costs of return if:
- 9.2.1 the products are faulty or misdescribed;
  - 9.2.2 you are ending the Contract because we have told you of an upcoming change to the Services or these Conditions, an error in Charges, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances, you must pay the costs of return.

- 9.3 If you are responsible for the cost of return and we have agreed to collect the Equipment from you, we will charge you the direct cost to us of collecting the Equipment.

## **10. Data Protection**

- 10.1 We will only use your personal information as set out in our privacy policy. You can find a copy of our Privacy Policy [here](#).
- 10.2 We may from time to time send you information about our other goods and services which we think may be of interest to you. This may include communications sent by email, or SMS text Message. You may unsubscribe from such emails or SMS texts at any time by contacting us by email on [support@vfast.co.uk](mailto:support@vfast.co.uk) and you can unsubscribe from other communications by contacting us to request this. For more information on marketing and our communications with you, please see our Privacy Policy.
- 10.3 We do not disclose any information about you to third parties without your express consent.

## **11. General**

### **11.1 Our liability.**

- 11.1.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for any other liability which cannot be limited by law.
- 11.1.2 Residential customers. If you are a Vfast residential customer, we have no liability, whether due to our negligence or otherwise, for any losses (whether direct or indirect) incurred by any business, trade or profession carried on by you or any other person using the Services or the Equipment.
- 11.1.3 Business customers. If you use Vfast for the purposes of any business, trade or profession carried on by you, then we are not liable to you, whether in contract or tort (including negligence) or otherwise, for any of the following types of loss or damage incurred by that business, trade or profession:
- 11.1.3.1 any loss or damage which is indirect and/or not reasonably foreseeable; or
  - 11.1.3.2 any loss of business, loss of profits, loss of savings, loss of revenue, loss of use or loss of goodwill, or for any loss or corruption of data.

### **11.2 Your liability.**

- 11.2.1 You are responsible for ensuring that your registered contact details are kept up to date and informing us of any changes. You must also check your Primary Vfast Email address on a regular basis for any important communications sent from us.
- 11.2.2 It is your responsibility to report any faults or interruptions in the Service to us by sending an email to [support@vfast.co.uk](mailto:support@vfast.co.uk) or calling us on 01227 668 901.

### **11.3 Changing these Conditions.**

- 11.3.1 We will not change or add to any of these Conditions, unless we deem it is reasonable to do so.
- 11.3.2 If we do make any changes to these Conditions, we will give you at least one month's notice of any changes unless it is: (i) exclusively for your benefit; (ii) purely administrative and has no negative effect on you; or (iii) directly imposed by law. If we notify you of any changes pursuant to this clause 11.3.2 and you do not agree with these changes, you may terminate this Contract within one month of receipt of the notice. If you terminate the Contract under this clause, you will not be liable for any additional charges save for the Charges due for the period of time we delivered the Service to you prior to the actual termination of it.

### **11.4 Transferring the Contract.**

- 11.4.1 We can transfer our rights or obligations under this Contract to any company, firm or person. We can only do this if it does not affect your rights under this Contract in a negative way.
- 11.4.2 You may not transfer your rights or obligations under this Contract to anyone else. This Contract is personal to you or your company, and no other person or organisation is entitled to benefit under this Contract.
- 11.5 **If a court finds part of this Contract illegal, the rest will continue.** Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs of these Conditions will remain in full force and effect.
- 11.6 **Enforcing this Contract.** If we do not insist immediately that you do anything you are required to do under these Conditions, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make payment at a later date.
- 11.7 **Communications.**
- 11.7.1 We may contact you or give you notice under these Conditions by any of the following means:
- 11.7.1.1 post; or
  - 11.7.1.2 fax (where available); or
  - 11.7.1.3 email; or
  - 11.7.1.4 SMS text message.
- 11.7.2 You are responsible for ensuring your registered contact details are kept up to date, and for informing us of any changes.
- 11.7.3 You may contact us by email at [support@vfast.co.uk](mailto:support@vfast.co.uk) or using our published fax, telephone or postal information. When contacting us by phone your call may be recorded for training and monitoring purposes. You are responsible for ensuring any email, fax or letter reaches us, and we consider your communication valid on the date and time it reaches us and not when it was posted or sent.
- 11.7.4 If we need to contact you, we will do so by telephone or writing to you at the email address or postal address you provided when placing your order.
- 11.8 **Which law applies to this Contract, where you can bring legal proceedings and geographical limits.** This Contract is governed by English Law and you can bring legal proceedings in connection with our Services in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or English courts. If you live in Northern Ireland you can bring legal proceedings in connection with our Services in either the Northern Irish or English courts. Our Services are only available within the United Kingdom.

