

# Guernsey.Net Broadband Internet Access Application Form

Please complete this application form in **BLOCK CAPITALS** and return to  
**Customer Service Team, Guernsey.Net Limited, St Georges Hall, St Georges Esplanade, St Peter Port GY1 2BJ**  
 Tel. +44 (0) 1481 700670 Fax: +44 (0) 1481 724012 Email: sales@guernsey.net Web: www.guernsey.net

## Customer Details

**Customer Name** Title  First Name(s)   
 Surname

**Company Name** (if applicable)

**Customer Address**  
 This is the name and address of the person shown on the standing Order instruction and is the person who Guernsey.Net will bill for this service.

**Postcode**  GY

**Daytime Contact Telephone Number**

**Email Address (current)**

**Number of telephone sockets connected to the above telephone number**   
 This will determine the number of additional line filters required.

## Service Details - C&W Billing Name and Address

Title  First Name   
 Surname

This is the name and address of the person billed by Cable & Wireless for the telephone line on which Guernsey.Net is to install the broadband service.

**Postcode**  GY

**Telephone Number**  01481   
 This is the telephone number of the line that the broadband service will be installed on. The line must be a C&W analogue telephone line fitted with a C&W master socket.

## Installation Options and Charges (Please indicate which option you would like to apply for)

		Charge
<b>1a.</b> Connection Only (self-installation)		<b>Free</b>
<b>2a.</b> Connection, Westell Proline™ modem and 2 line filters (self-installation)		£45.00
<b>2b.</b> Connection, Westell Versalink™ wireless modem and 2 line filters (self-installation)		£80.00
<b>3a.</b> Connection, Westell Proline™ modem and 2 line filters and Guernsey.Net installation		£100.00
<b>3b.</b> Connection, Westell Versalink™ wireless modem and 2 line filters and Guernsey.Net installation		£135.00
Number of additional line filters required <input type="text"/>	@ £4 each	£ <input type="text"/>
One line filter is required for each telephone socket connected to the telephone line enabled for broadband (2 line filters are provided with options 2 and 3, 1 line filter is provided with the PTI-800 free modem).		
<b>Total Installation Charge</b>		£ <input type="text"/>

The installation, modems and line filters (where applicable) will be charged to your credit card at the time of application

## Recurrent Service Charge (Please Circle)

	Monthly
Unlimited Broadband Internet Access 512Kbits / 256Kbit/s	£25.99
Unlimited Broadband Internet Access with iPass and iFolder	£30.99
Unlimited Broadband Internet Access with 1 Static IP Address	£40.99

Recurrent charge will be collected monthly in advance by Standing Order, Credit or Debit. Card. Please complete the attached mandate.

## Preferred Email Name i.e sales@guernsey.net

Choice A  @guernsey.net

Choice B  @guernsey.net

**Email Address:** min 4 chars, max 12, no punctuation or first names. This is used to log into the system when you connect to the internet and also constitutes the first element of your email address i.e accounts@guernsey.net. Addresses for Sark, Alderney and Jersey also available.

## Payment Method – Credit Card or Standing Order (Please indicate which payment method you prefer)

**Credit / Debit Cards** Eurocard  Delta  MasterCard   
 Visa  Switch

**Standing Order** Please complete and return attached Standing Order form to Guernsey.Net

Name on Credit Card

Card Statement Address

Postcode

# Guernsey.Net Broadband Internet Access Application Form

## Payment Method cont'd

Credit / Debit Card Number  
 Card Details  
 Signature of Card Holder

Valid From		/		Expires		/		Issue No	
By signing here I hereby authorise Guernsey.Net Limited, in respect of the service chosen above, to charge my credit/debit card for amounts relating to my Internet subscription when payment becomes due. I accept that also should I use iPass additional third party costs will be incurred and these costs will be debited to my credit/debit card independently.									

**Customer Declaration** I am/We are 18 years of age or over and make this application having understood all applicable Terms and Conditions and Service Charges concerning this Contract. I/we understand and agree that I/We will be responsible for all Charges as applicable for a Minimum Contract Period of twelve months.

Customer Signature

**Please tick the operating system used by your computer:**

WINDOWS 98  WINDOWS ME  MAC OS X   
 The Guernsey.Net supplied Westell modems requires a free Ethernet port with the above systems as well as MAC OS /9 below.  
 MAC OS/9  WINDOWS 2000  WINDOWS XP

Print Name  
 Date

**Reseller Use Only**  
 Identification Number

## Guernsey.Net Terms and Conditions of Service

- 1. Definitions**
  - 1.1 "Agreement" means any agreement made subject to these conditions which shall incorporate these Conditions;
  - 1.2 "Company" means Guernsey.Net Limited;
  - 1.3 "Internet" means the network of computer systems to which the Guernsey.Net service is connected and provides access to its users;
  - 1.4 "Internet Address" and "Login ID" mean such sequence of alpha numeric Characters as are used from time to time by the User to identify himself to other Users of the Computers to which Guernsey.Net is from time to time connecting or otherwise forwarding data to and from the Users.
  - 1.5 "Password" means an alpha numeric characters sequence assigned and used exclusively by the User at their own risk for the purpose of securing and maintaining the exclusivity of his access to the Guernsey.Net Service;
  - 1.6 "PDN" means the Public Data Network operated by a PTO as defined by the United Kingdom Telecommunications Act 1984;
  - 1.7 "PSTN" means the Public Switched Telephone Network operated by a PTO as defined by the United Kingdom Telecommunications Act 1984;
  - 1.8 "PTO" means Public Telephone Operator as defined by the United Kingdom Telecommunications Act 1984;
  - 1.9 "User" means any person or company or organisation with whom the company enters into an Agreement subject to these conditions;
  - 1.10 "Service" means the services described in the current Guernsey.Net Brochure together with such Value Added Services to be provided by the Company to the User.
  - 1.11 "Service Commencement Date" means either the 1st or 15th of the month whichever comes next after the Application date specified as such in the Agreement;
  - 1.12 "Value Added Service" means the provision of a service other than those detailed in the current Guernsey.Net Brochure;
  - 1.13 "A Call" is defined as the connection of one or more parties via the networks or the PSTN where the ability to transmit or receive data or other information is made possible. This applies to one way traffic and includes any recorded and or automated transmissions and/or the reception of data;
  - 1.14 "Charges" means such charge for such predetermined units of time and or volume of data together with the charges related to Value Added Services from time to time provided by the Company in each case at the rates set out or referred to in the Company's published tariffs;
  - 1.15 "Login ID" means such sequence of alphanumeric characters as are used from time to time by the User to identify himself to other Users of other computers to which the Guernsey.Net is from time to time connected or otherwise forwarding data to and from the User.
- 2. Acceptance of Application**  
 The Company reserves the right to refuse Guernsey.Net services.
- 3. The Service**  
 Subject to those conditions the Company will:
  - 3.1 Allocate or permit the User to allocate himself a Login ID, Internet Address or Guernsey.Net Access Code;
  - 3.2 Connect the User to the chosen network and or service subject to availability, sector type and status;
  - 3.3 Connection of the User's Login ID, Internet Address or Guernsey.Net Access Code shall be made as soon as possible. Any date indicated by the Company, as a date for connection is an estimate only and may be liable to change. Accordingly the Company will not be responsible for any delay in connection beyond such a date.
- 4. Right to change Login ID, Internet Address or Guernsey.Net Access Code**
  - 4.1 The Company shall have the right from time to time to change the User's Login ID, Internet Address or Guernsey.Net Access Code.
- 5. Payments**
  - 5.1 Charges for the Service shall be paid by the User to the Company by means of payment method selected by the User;
  - 5.2 The Company reserves the right to vary from time to time all charges to the User at anytime subject to the giving of such notice to the User as may be practicable. Price variations will not apply to the Users eligible for a special offer until the period of the special offer has expired.
- 6. Usage**  
 The User hereby agrees to:
  - 6.1 Refrain from transferring copyright, pornographic, offensive or otherwise potentially damaging or harmful material to or from other Users of Guernsey.Net or the PDN and other privately owned and operated services to which Guernsey.Net may from time to time provide access;
  - 6.2 Refrain from sending menacing, obscene, indecent, abusive or annoying message whilst using Guernsey.Net services;
  - 6.3 Not divulge its password to any third party and use all reasonable endeavours to keep the same confidential and inaccessible to third parties;
  - 6.4 Keep the Company informed of any changes to the User's address as set out in the Guernsey.Net Application Form and any other information as may affect the payment of charges due.
- 7. Liability**  
 The Company shall not be liable for any loss or damage howsoever caused:
  - 7.1 Economic loss (including loss of profit, business, revenue and goodwill);
  - 7.2 Any claim made against the User by another third party;
  - 7.3 Any loss or damage to the User caused by or arising from an act or omission of the User, the Company, any PTO or Value Added Service supplier.
  - 7.4 The Company shall be under no liability whatsoever for any interruption, loss of service or property or damage to service or property caused wholly or in part by any force majeure or any act beyond the company's control.
- 8. Changes to the Service**
  - 8.1 If any network Operator shall discontinue the provision of telecommunication services to the Company or shall alter by modification, expansion, improvement, maintenance or repair of the telecommunication services or any part thereof provided to the Company or shall disconnect the User's apparatus from the PSTN, PDN or Internet, the Company shall be entitled to discontinue, alter, modify, expand, improve, maintain, repair, suspend, disconnect or otherwise change the Service as necessary.
- 9. Suspension**  
 The Service may be suspended by the Company without notice and without prejudice to the Company's Rights on Termination under Clause 11 in the event:-
  - 9.1 Of any failure by the User to make any payment to be made to the Company on the due date for payment;
  - 9.2 If the User does or suffers anything to be done which jeopardises the Guernsey.Net services or any network to which it is from time to time connected;
  - 9.3 If the User is otherwise in breach of these Terms and Conditions;
  - 9.4 No such suspension shall affect the liability of the User to pay charges and other accounts to the Company. During suspension the Company reserves the right to refuse the release of the Login ID and Internet Address.
- 10. Termination**  
 The Agreement shall remain in force from the acceptance of the Guernsey.net Application Termination can be effected as follows:
  - 10.1 By the User. The User may terminate this Agreement by written notice to the Company;
  - 10.2 By the Company. The Company may terminate this Agreement at any time and without notice if the User commits any breach of this Agreement including non-payment of charges;
  - 10.3 The Company reserves the right to invalidate any Login ID and Internet Address issued to the User following the termination of this Agreement;
  - 10.4 No refund on charges paid will be made to the User upon termination of the Agreement by either the Company or the User.
  - 10.5 All broadband ADSL accounts are subject to a minimum 12-month contract.
- 11. Rights on Termination**
  - 11.1 Termination of the Agreement shall not affect any pre-existing liability of the User or affect any right of the Company to recover damages or pursue my other remedy in respect of any breach by the User of the Agreement.
  - 11.2 On termination of the Agreement the right to use the Login ID and Internet Address shall revert to the Company except where specific agreement has been reached in writing between the Company and the User for the transfer of the Login ID and the Internet Address and the fee or other payment required by the Company in connection with such a transfer has been paid by the User.
- 12. Login ID and Internet Address**  
 The Company shall not be requested or required to release the Login ID or Internet Address and may refuse to do so until this Agreement has been lawfully brought to an end and all sums due hereunder have been received by the Company, and the User has complied with all its obligations hereunder.
- 13. Notices**
  - 13.1 Any notices under or in connection with this Agreement shall be in writing and shall be delivered by post to the relevant address given in the Guernsey.Net Application Form or to such address as the recipient may have notified to the other party via Email for that purpose.
  - 13.2 Suspension notices for non-payment of Charges will be deemed as delivered by facsimile to the relevant number given in the Guernsey.Net Application form or to such facsimile number as the User may have notified.
  - 13.3 Any notice shall be duly given, if given by prepaid first class mail, at the expiration of 48 hours after the envelope containing the same shall have been posted. In proving such service it shall be sufficient to prove that delivery was made or that the envelope containing such communication was properly addressed and posted as a prepaid first class letter.
- 14. Expenses of the Company**  
 The User shall pay to the Company all costs and expenses (so that any legal fees shall be taxed on the Indemnity Basis) incurred by the Company in enforcing any of these Conditions, or exercising any of its other rights remedies under the Agreement, including (without prejudice to the generality) all costs incurred in tracing the User in the event that legal processes cannot be enforced at the address last notified to the Company.
- 15. Non Waiver**  
 The allowance of time to pay or any other indulgences by the Company in respect of payments due to it shall in no manner affect or prejudice its right to payment together with interest provided under these Conditions.
- 16. Invalidity**  
 If this Agreement or any part thereof shall be adjudged for any reason to be void, unenforceable or ineffective but would be adjudged effective and enforceable if part of the wording were deleted or a provision were reduced in scope this Agreement shall continue with such modifications as may be necessary to make its provisions (or if such case its remaining provision) valid, effective and enforceable.
- 17. Law and Arbitration**  
 The Agreement is governed by and shall be interpreted in accordance with Guernsey Law and the parties submit to the exclusive jurisdiction of the Guernsey Courts. This Agreement incorporates the provisions for arbitration (if any) available under any Code of Practice issued by the Network Operator under the provision of its license.
- 18. Clause Headings**  
 Clause headings are for ease of reference and are not part of this Agreement and accordingly shall not affect its Conditions.
- 19. Other Printed or Standard Conditions**
  - 19.1 All services are provided on the foregoing Conditions which constitute the entirety of the Agreement to the exclusion of any other terms and conditions and no Agreement terms and conditions contained in any document sent by the User to the Company shall be of my affect with respect to the Agreement unless expressly accepted by a duly authorised officer of the Company in writing. The User acknowledges that the User has not relied on and shall not be entitled to rescind the Agreement or to claim damages or any other remedy on the basis of any representation, warranty, undertaking or statement which has been made by or on behalf of the Company in relation to the Service which has induced the User to enter into this Agreement with the Company.
  - 19.2 The Company reserves the right to vary these Terms and Conditions as a result of changes required by its Insurers, operation or administration problems, new legislation, statutory instruments, Government regulations or licenses. These Conditions may not otherwise be varied or waived except by express written agreement between both parties.

# Standing Order Mandate Instruction

Please complete this application form in **BLOCK CAPITALS** and return to  
**Customer Service Team, Guernsey.Net Limited, St Georges Hall, St Georges Esplanade, St Peter Port GY1 2BJ**  
Tel. +44 (0) 1481 700670 Email: sales@guernsey.net Web: www.guernsey.net

**Subscribers Renewing: Please forward this form, by return, to your Bank.**

To		<b>Your Bank</b>
Postal Address		<b>Your Banks Postal Address</b>
Postcode		
Please Pay	Barclays International Corporate Services	
Branch Title	PO BOX 8, Jersey, JE4 8NE	
Sortcode	2 0 - 4 5 - 0 5	
Beneficiary's Name	Guernsey.Net Limited	
Account Number	6 0 3 2 3 2 4 1	
Quoting Reference		
The Sum Of	£25.99	
Amount in Words	Twenty Five Pounds and Ninety Nine Pence	
Date of First Payment		<b>Guernsey.Net to Complete</b>
And Thereafter Every	1 Month	
Until	Further Notice in Writing And Debit My / Our Account Accordingly	
Account to be Debited		<b>Your Account Name</b>
Sort Code		Your Sortcode
Account Number		<b>Your Account Number</b>
Signature		
Print Name		
Date		

Please cancel all previous Standing Order mandates in favour of Guernsey.Net Limited.

Under Reference Number:

Banks may decline to accept instructions to charge standing Orders to certain types of account other than current accounts.

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## To Whom it May Concern

**Please cancel all previous Standing Order mandates in favour of Guernsey.Net Limited.**

Under Reference	
From My Account Name	
Account Number	
Signature	
Print Name	
Date	