REFERRAL SCHEME

The terms and conditions below set out the basis on which We will allow You to participate in the Referral Scheme (the "Terms"). You must read these Terms carefully and, if You wish to proceed, confirm Your acceptance of these Terms by clicking on the button marked "Submit".

1 DEFINITIONS

"Acceptable Use Policy"	means the acceptable use policy posted on Our Web Site (as amended from time to time);
"Affiliate's Website"	means a website belonging to a third party affiliate, on which We advertise Our Services;
"Agreement"	means Our agreement for You to participate in the Referral Scheme following acceptance of Your Referral Scheme Application Form, in accordance with clause 2.3(ii). The Agreement will be subject to these Terms;
" Referral Scheme"	means the referral scheme offered by Us;
"Online"	means the process of using Our internet Web Site;
"Privacy Policy"	means Our privacy policy posted on Our Web Site (as amended from time to time)
"Referral Account"	means the account to which We will credit Your Referral Rewards;
"Referral Centre"	means the web based service centre We will make available to You to permit You to keep track of Your Referral Rewards;
"Referral Code"	means the unique code created by You to identify You as the person referring potential new customers to Us for Our Services;
"Referral Reward"	means the reward We will pay to You after a new customer's Successful Registration and upon Our receipt of payment from the Customer in accordance with the terms set out in this Agreement,
"Referral Scheme Application Form"	means the application form You are required to complete, in order to permit Us to consider Your suitability for joining the Referral Scheme;
"Services"	means broadband internet services;
"Successful Registration"	means the request by a new customer for Our Services, placed Online and Our acceptance of that request.
"We/Us"	KCOM Group PLC, trading as Eclipse Internet, (registered number 2150618) whose registered office is at 37 Carr Lane, Hull, HU1 3RE;
"Web Site"	means our website available at **www.eclipse.net.uk**
"You/Your"	the person or company to whom participates in the Referral Scheme.

2 REFERRAL PROCEDURE

2.1 In order to participate in the Referral Scheme, You must (i) complete the Referral Scheme Application Form; and (ii) agree to be bound by these Terms.

2.2 You will be requested to create a Referral Code during completion of Your Referral Scheme Application Form. If, for any reason, Your chosen Referral Code is currently in use by one of Our other referrer's, You will be asked to submit an alternative Referral Code. In the event that Your Referral Scheme Application Form is declined, in accordance with clause 2.3(i) below, Your chosen Referral Code will be made available for use by other Referral Scheme applicants.

2.3 Following Our receipt of Your Referral Scheme Application Form We will either:

- i decline Your application for any reason whatsoever and notify You accordingly; or
- ii accept Your application, create a Referral Account for You, activate your Referral Code and notify You accordingly.

2.4 Upon Your receipt of Our acceptance of Your Referral Scheme Application Form, You may inform any potential new customers of Your Referral Code, in order for You to start receiving Referral Rewards.

2.5 You acknowledge that You do not have any authority to negotiate or conclude any contracts on Our behalf, nor make any promises, representations or warranties regarding the Services, the charges relating to the Services or otherwise to such new customers.

3 REFERRAL CENTRE

3.1 In order to assist You with the collection of Referral Rewards, You will have access to the Referral Centre. The Referral Centre will detail:

- i the total number of new customers that have entered Your Referral Code during Successful Registration; and
- ii the amount of Referral Rewards owing to You (i.e. the total credit of Your Referral Account).

3.2 You will have the ability to send emails to potential new customers that you wish to promote and refer Eclipse products to. You agree that You shall not send bulk email or SPAM to such potential new customers and agree to comply at all times with the terms of Our Acceptable Use Policy.

3.3 Prior to contacting any potential new customers that you wish to refer Eclipse products to, You must obtain any necessary consents from such potential new customers. You warrant that You have obtained any such necessary consents and to comply at all times with the provisions of the Data Protection Act 1998.

3.4 You will keep Us fully and effectively indemnified against all actions or proceedings including all associated costs charges and expenses that may be brought or made against Us by any persons as a result of Your breach of this clause 3.

4 REFERRAL REWARD

4.1 A Referral Reward will be paid to You, subject to the following:

- i a new customer must enter Your Referral Code during Successful Registration; and
- ii the new customer must have paid the first two invoices that we have issued to them for the Services.

4.2 The Referral Reward will then become due and owing to You and We shall credit Your Referral Account by the amount of the Referral Reward. We will generate and issue a cheque to You for the total value of Your Referral Account (less any deductions that We may be entitled to make, in accordance with these Terms) during Our next cheque run. We will send the cheque to the address detailed in the Online Referral Centre. It is Your responsibility to keep Us informed of any changes to Your address, or any other details that may be relevant.

4.3 Despite the proceeding provisions, a Referral Reward will not be paid to You in the following circumstances:

- i If the new customer has entered into contract with Us for the Services, at any time during the previous 12 months;
- ii If the new customer is referred to Our website from an Affiliate's Website and enters Your Referral Code prior to Successful Registration;
- iii If You are requesting Services on behalf of Yourself or under your billing account;
- iv If We reasonably suspect You or the new customer of any illegal, fraudulent or other activity, as a result of which, the payment of the Referral Reward to You may be illegal, fraudulent and/or may cause damage to Our reputation;
- v If You are in breach of any of the Agreement.

4.4 We may, in our absolute discretion, withhold payment of the Referral Reward in any of the following circumstances:

- i If the new customer has previously entered into contract with Us for the Services;

ii We are ordered to withhold payment, by any judicial, governmental or other authority or statutory body with power to make such orders.

4.5 We shall not be obliged to pay the Referral Reward to You if the new customer enters Your Referral Code incorrectly during Successful Registration or does not enter Your Referral Code at all. We do not accept any responsibility for failure of the new customer to enter Your Referral Code or for any errors in the entering of Your Referral Code during Successful Registration and will not permit You or the new customer to make any amendment to the Referral Code following Successful Registration. However, a new customer can amend their order at any time prior to Our acceptance of their request for Our Services. Further, We shall not be obliged to pay the Referral Reward to You, if the new customer does not place their order for Our Services Online.

4.6 You agree that You will repay to Us any Referral Reward paid to You erroneously (or that We may set-off such amounts against Referral Rewards owed to You at a future date) and You shall notify Us immediately upon receipt of such amounts.

4.7 You acknowledge and accept that You shall have sole responsibility to pay any income or other taxes for which You may be liable as a result of Your participation in the Referral Scheme and in respect of any Referral Rewards that You may receive from Us. Further, You shall indemnify Us against all liability resulting from Your failure to pay taxes in accordance with this clause.

4.8 During the term of this Agreement, You shall not be entitled to participate in any other reseller, referral or similar scheme offered by Us. Following the termination of this Agreement, Your participation in any such scheme shall be at Our sole discretion.

5 DATA PROTECTION

5.1 Both parties agree to comply with the provisions of the Data Protection Act 1998.

5.2 You agree that We can use any personal data that You may provide to Us on the Referral Scheme Application Form and/or that You might otherwise provide in order to participate in the Referral Scheme.

5.3 We shall use any personal data that You might provide to Us in accordance with the terms of Our Privacy Policy and/or in accordance with the obligations placed on Us by the Data Protection Act 1998.

5.4 You acknowledge that due to the restrictions of the Data Protection Act 1998, We can not inform You of the identity of any new customers. As such You will need to communicate directly with any potential new customers to whom You give Your Referral Code.

6 TERMINATION

6.1 This Agreement will terminate immediately if:

i Our contract with You for the Services should terminate for any reason;

ii We reasonably suspect You of any illegal or fraudulent trading;

iii You are in breach of the Agreement and have failed to remedy any such breach following reasonable notice;

iv We cancel the Referral Scheme for any reason whatsoever; or

v Your Referral Code is not used during any given 12 month period.

6.2 Either party shall be entitled to terminate this Agreement on 7 days notice for any reason whatsoever. You acknowledge and agree that Your chosen Referral Code will be withdrawn from You on termination of this Agreement and that We may re-allocate Your chosen Referral Code to another Referrer.

6.3 We shall pay to You any Referral Rewards accrued at the date of termination but not paid, if, but for the termination, You would have been permitted to receive the Referral Rewards in accordance with the Agreement. We shall not pay to You any further Rental Rewards where Your chosen Referral Code is used after the date of termination of this Agreement.

7 LIABILITY

7.1 Nothing in this Agreement shall exclude or limit liability for (a) fraud or fraudulent misrepresentation, (b) death or personal injury resulting from our negligence or that of our employees or sub-contractors or (c) any other liability which cannot be excluded or limited by law.

7.2 We shall not be liable in contract or tort (other than fraudulent or negligent misrepresentation) or otherwise arising out of or in connection with the Agreement for economic loss (including, without limitation, loss of revenue, profits, contracts, business or anticipated savings), loss of goodwill or reputation, indirect or consequential losses whether or not such losses were within our contemplation, suffered or incurred by You or any third party arising out or in connection with this Agreement or Your participation in the Referral Scheme.

7.3 Our total aggregate liability to You arising out of or in connection with this Agreement and the performance or observation of Our obligations under it shall be limited to the greater of: (a) the aggregate amount of Referral Rewards due but not paid; and (b) £1,000.

8 GENERAL

8.1 We may from time to time wish to notify You of additional services provided by Us or third parties that We believe may be of interest to You. If You do not want to receive such information please write to Us at the address for notice.

8.2 We shall not be liable for any breach of our obligations hereunder resulting from causes beyond our reasonable control including but not limited to fires, strikes (of own or other employees) insurrection, or riots, embargoes or delays in transportation, inability to obtain supplies, acts of local or central Government or other competent authorities or acts or omissions of third party telecommunications service providers.

8.3 Any notice required or permitted under the Agreement must be in English and be sent to Us at: Eclipse Internet, KCOM Group PLC 37 Carr Lane, Hull HU1 3RE or fax +44 (0)1392 333334 or notices@eclipse.net.uk.

Any notice to be sent to You will be sent to the address which You provide on the Referral Scheme Application Form unless You notify Us otherwise. Any notices given in relation to this Agreement must be delivered by hand, post, fax or email and will be treated as having been delivered: (a) on the day of delivery if delivered by hand, or (b) 2 days after posting if sent by post, or (c) on the day of transmission if sent by fax, or (d) on the day of transmission if sent by email.

8.4 The Agreement does not create a partnership, joint venture, agency or franchise relationship, and the parties agree that any appointment by Us of You as a reseller of the Services, shall be subject to separate terms.

8.5 You may not sell, lease, sub-licence, assign or otherwise transfer, whether in whole or in part, by operation of law or otherwise, the rights or obligations (including the right to receive the Referral Rewards) arising under the Agreement without our prior written consent.

8.6 Notwithstanding any provision to the contrary, nothing in the Agreement will create or confer any rights or other benefits whether in accordance with the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than You or Us.

8.7 The headings to the sections of the Agreement are for convenience only and have no substantive meaning.

8.8 The Agreement is governed by the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English Courts.

8.9 If and in so far as any part or provision of the Agreement is or becomes void or unenforceable it should be deemed not to be and never to have been nor formed a part of the Agreement and the remaining provisions of the Agreement shall continue in full force and effect. In such an event, We shall meet with You to discuss the void and unenforceable provisions and shall substitute therefore a lawful and enforceable provision which so far as possible results in the same economic effects.

8.10 The Agreement may not be amended, varied, supplemented or otherwise modified unless agreed by Us in writing.

8.11 We shall be entitled, but not obliged, without prejudice to any other rights or remedies available, to set-off any liability owed against any liability due.

8.12 The failure by Us to insist on the performance of any of the provisions of the Agreement shall not be construed as a waiver or a relinquishment of that our rights to future performance of such provisions and Your obligation in respect of such future performance shall continue in full force and effect.

8.13 The Agreement supersedes any previous agreement between Us and You in relation to the matters dealt with in it and You acknowledge and agree that You have not entered into the Agreement in reliance upon any representation, or statement or whether oral or written made or alleged to have been made by Us or our agents.