

Terms & Conditions of Use - Residential & Small Business

1. Provided Services

1.1. These Standard Terms and Conditions apply to:

a) The provision of residential and small Business broadband, telephone and television services delivered directly over fibre optic cables (or occasionally over copper cables connected to a fibre-enabled cabinet).

b) Any equipment that we provide.

1.2. The broadband services that we agree to provide you with include:

a) an in-home Optical Network Terminal (ONT) that converts electrical signals to light for transmission over our fibre optic networks.

b) High speed access to the Internet.

1.3. The telephone services that we agree to provide you with include:

c) The facility to make and receive telephone calls, delivered via the ONT which converts standard telephone signals to Voice over Internet Protocol (VoIP) signals enabling services to be connected over the Internet and public telephone networks.

d) A range of calling plans which you may select to enable you to make discounted telephone calls.

e) A single fixed line telephone number for each line that you rent from us.

1.4. The services and equipment we provide to you under these terms should not be used for business.

2. Service Coverage

2.1. The services and equipment that we provide are generally delivered over next generation fibre optic networks for which we are the designated Network Operator or approved Service Provider.

3. Provision of Service

3.1. You agree to follow any reasonable instructions that we may give you, and to allow us access to your premises, by appointment, should we need to repair or replace any equipment provided to you.

3.2. You agree to look after any of our equipment. If you do not do so and the equipment is damaged, you may have to pay for it to be repaired or replaced.

4. Minimum Term

4.1. Many of our services are offered on the basis of a monthly rolling contact. These Terms and Conditions apply for the duration of the period that you take service from us. Should you wish to terminate your service at any point we ask that you provide us with a minimum of 30 days notice in advance of the date that you wish the service to be terminated.

4.2. Where we do impose a minimum contract term, our standard minimum contract

duration is twelve (12) months. However, on occasions we may offer special promotional packages or service terms which will require you to commit to a longer term contract. Any revised terms will be made clear within any promotional material and offer letter that we send you.

4.3. The Minimum Term period will start on the date that we provide the service to you, unless the service terms say otherwise.

5. **When the Service Starts**

5.1. We will agree a date with you for the installation of your fibre optic service – the Service Start Date. If you cancel any appointment for the installation of your service after 10.00am on the day before we agree to install, you will be liable to pay a missed appointment charge of £65. We will begin the service and the Minimum Term will be in effect once any work we need to do is completed on that date.

5.2. During installation, there must be a responsible adult (18+) present in your home. Where this person is not you, it must be someone authorised by you to make decisions regarding the location and installation of equipment.

5.3. As part of the installation, the engineer will be responsible for connecting your computer or wireless device to the broadband service and will demonstrate a working Internet connection to you, providing your computer meets the minimum requirements. You will be responsible for reconnecting any other online equipment you may have, such as additional computers, wireless routers or games consoles.

5.4. If you have also taken a telephone service, the engineer will connect a suitable telephone that you provide and ensure that the handset is able to make and receive calls.

5.5. If a television service is being supplied, the engineer will assist you in connecting a television or set-top box to the main television socket and will show that TV signals of an acceptable quality are being received.

5.6. You may cancel your agreement for any service that you order prior to installation by contacting us at any time up until the Service Start Date but if you do so you will be liable to pay for any work that we have started or done to install any equipment.

6. **Using the Service**

6.1. You must not use the service or allow the service to be used:

a) In any way which breaks any law or the conditions of any licence or rights of others or, if you have a service from us that gives you Internet access, our Acceptable Broadband Use Policy which we may amend from time to time;

b) To make offensive, indecent, menacing, nuisance or hoax calls or to cause annoyance, inconvenience or needless anxiety;

c) To send, knowingly receive, upload, download, or use any material which is offensive, abusive, defamatory, obscene or menacing; or

d) In any way which we reasonably think will, or is likely to affect how we provide the service to you or any of our customers.

6.2. We take the types of misuse described in paragraph 6.1 very seriously, and you agree to take all reasonable steps to make sure that it does not happen. If we

reasonably believe you have misused the service, we may take immediate action to suspend the service or end your agreement with us without telling you first, even if you were not aware that your service was misused.

6.3. You agree that any content, software or other copyright material we supply to you is for your own private use, and that you must not copy, change or publish the material or supply it to any other person or use it for any business purpose.

6.4. If we provide you with a phone number, you agree that you do not own the phone number and that you will not transfer it to anyone else or try to do so without first making a porting request to us. We will not reasonably refuse such a request but it may not always be possible for us to grant such a request depending upon the ultimate ownership of the number or additional technical constraints.

6.5. You agree not to connect equipment to our network:

a) That does not bear the European Consumer Equipment Standards 'CE' mark;
or

b) That may harm the network or other customers' equipment. If you do, you must disconnect it immediately.

6.6. If you use any inclusive Calling Plan in a different way to how it should be used (for example, you use a Calling Plan for telemarketing), we may suspend or end the service immediately. Otherwise we may, on 30 days' notice, transfer you from any inclusive Calling Plan (for example the Phone Plus, Phone Max or Phone World Plans), to Line Rental only. Any calls beyond this point would be charged at the prevailing rate against our standard tariff.

6.7. If you have an Internet access service from us, you accept that you are using the Internet at your own risk. You are responsible for making sure any equipment you use to access the service is protected against viruses.

6.8. You must not use the service for any commercial or business purpose whatsoever unless we have given you permission to do so. If we find that you are using the service for business or commercial purposes we reserve the right to limit or terminate the service immediately.

6.9. All broadband services are provided in line with our Acceptable Broadband Use Policy.

6.10. All broadband services are provided with unlimited download capacity. However, this is offered on the basis that you adhere to our Acceptable Broadband Use Policy and should we find that you are in breach of that, we reserve the right to limit or terminate the service immediately.

6.11. If we upgrade you to higher broadband speed plan while you are still within your Minimum Term, the remainder of that Minimum Term will apply to your upgraded service.

6.12. If the service gives you content or software licensed by others who ask you to accept their terms of use, you must keep to these terms.

6.13. You are responsible for properly using any user IDs, personal identification numbers (PINs) and passwords needed for the service, if any, and must take all necessary steps to make sure that you keep these confidential and secure, use them properly and do not make these available to unauthorised people.

7. **Quality of Service**

7.1. We aim to provide a continuous, high-quality service but we do not guarantee either the quality of the service or that the service will be available at all times. From time to time faults in the service may occur. We will repair these faults as soon as we can.

7.2. As our services are delivered over fibre optic cable, we are able to accurately anticipate broadband speeds. We conform to Ofcom's Voluntary Code of Practice: Broadband Speeds.

7.3. We may also take action to manage the network's performance during periods where there is a high demand. Any such action and the services that are likely to be affected will be detailed on the web portal relative to your community.

7.4. If you use the service in any way that we consider is likely to be detrimental to the provision of the service or which may adversely affect other customer's enjoyment of the service, we reserve the right to terminate your service immediately. However, we will make every effort to contact you to advise you of your breach of our policies and give you the opportunity to refrain from such activities.

8. **Paying for the Service**

8.1. You agree to pay all charges for the equipment and the service, including any charges for late payment, whether you use the service or someone else does. The method of payment will be either as set out in the service terms or as we otherwise agree with you.

8.2. Unless we agree otherwise, we will normally bill you upfront (in advance) for any rental charges for the service. We will bill you later for any other usage charges after the event which the charges relate to. If possible, charges will appear on your next bill but sometimes there may be a delay.

8.3. Our preferred method of payment is by Direct Debit. We are willing to consider other payment methods but may wish to impose a charge per payment should we incur costs in collection.

8.4. We will send any bills by email to your designated email address unless you tell us otherwise and all bills will be available to view online. We will send your first bill shortly after we have provided the service to you for the first time. After that, we will send bills regularly. However, we may sometimes send you a bill at a different time, for example, if the amount of money you owe us is considerably higher than expected.

8.5. If you wish to receive a paper bill you must notify us. Please be aware that there will be an additional charge of £1 per paper bill sent in order to cover our costs.

8.6. You agree to pay the charges as soon as you receive your bill. You may also need to pay a deposit or a payment upfront before you can receive the service or goods.

8.7. If you do not pay your bill, we will send you a reminder or call you. If we do not receive payment within 10 calendar days of the date of that reminder (seven days if you pay monthly), we may add a late payment charge of £7.50 to your next bill by way of compensation to us for breaking the terms of this agreement. We may also charge you £10 by way of compensation to us for any direct debit payments which

are returned to us because you do not have enough funds in your account. The charges set out in this paragraph are not subject to VAT.

8.8. We will generally not suspend or end the service or the agreement until 28 days after your payment was due (21 days if you pay monthly), unless the service terms or the price terms say otherwise. However, sometimes we may take this action earlier. For example, we may do this if you have not paid a recent bill.

8.9. If you do not pay your bill, we may ask a debt-collection agency to collect the payment on our behalf. If we do, you will have to pay us an extra amount by way of compensation to us for breaking the terms of this agreement. This will not be more than the reasonable costs we have to pay the agency, who will add the amount to your debt on our behalf (this will depend on the amount you owe us). Any extra amount added to your bill will not be subject to VAT. This paragraph applies even if your agreement with us has ended.

9. **Your Rights to Cancel your Agreement and Returning Equipment**

9.1. You may cancel your agreement with us before we have provided the service, unless the service terms say otherwise. If you do so, we will not charge you. If we have provided you with any equipment to allow you to use the service, you agree to return it, following our instructions and at your cost. We will refund any payment you have made for the equipment. If we have to collect the equipment, we may charge you our reasonable costs for doing so.

9.2. If you return any equipment as faulty, we may test the equipment – if it is working, we will send it back to you. If we do so, we may charge you costs for testing and postage. This does not affect your legal rights relating to equipment which is faulty or wrongly described.

10. **Ending the service**

10.1. If you ask us to change your broadband plan or calling plan to another of our available plans, we can usually do this within two (2) working days. If not, we will tell you when the change will take place.

10.2. Once we have provided the service, you may tell us to stop providing it at any time by giving us 30 days' written notice, unless the service terms say otherwise. We can stop providing the service to you by giving you 30 days' written notice.

10.3. For clarity, you will remain responsible for any service charges from the date you provide us written confirmation of your intention to terminate the service. Typically this will include a charge for 30 days use of the service from the point of notification, irrespective of whether you utilise the service during this period or not. We would therefore urge you to provide us with at least 30 days written notice of termination in advance of your move out date or migration to another supplier so that necessary arrangements can be made for the service cancellation.

10.4. On termination, we may ask you to return our equipment to us or we will arrange for one of our engineers to collect it from the property into which it was installed. You will remain liable for any damage to, or loss of, our equipment until the agreed collection time or when we receive it at our offices.

10.5. If we stop providing the service within any relevant Minimum Term because

you have asked us to, you will have to pay a charge by way of compensation for ending it early. These charges will equate to the outstanding monthly service charges for the remainder of the Term along with any outstanding telephony charges that you may have incurred.

10.6. If you or we end the agreement for the service, we will pay back to you any money we owe you relating to that agreement. We will first take off any money you owe us under that agreement or any other agreement between us.

11. **Changing these terms and conditions**

11.1. Sometimes, we will need to change the charges and the terms and conditions of the service. We will publish details of all changes online at the portal relative to your community.

11.2. We will also let you know about a price increase or a change to the terms and conditions that we believe is likely to cause you material disadvantage at least one month before it happens. We will let you know about other price changes and changes to the terms and conditions with your next available bill.

11.3. For changes we need to make to meet legal and regulatory requirements, we may not be able to meet that timescale. We will let you know about these changes as soon as we can.

11.4. If we have made a change which is to your material disadvantage, you will not have to pay a charge if you decide to end your agreement early, unless the relevant price terms say otherwise. However, once we have told you about such a change, you must let us know that you want to end the agreement within ten days. When we make a change that we reasonably believe is to your material disadvantage we will also let you know that you may end the agreement early without paying a charge for doing so.

12. **Other things that we may need to do**

12.1. We may monitor and record calls relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our customer services. We also record all calls to the 999 or 112 emergency services.

12.2. Occasionally we may have to:

- a) Interrupt the service – and if we do so, we will restore it as quickly as we can;
- b) Make minor changes to certain technical specifications, including limits for transferring information which are associated with the service.

13. **Our responsibility to you**

13.1. We guarantee:

- a) to provide the service by the Service Start Date we agree with you; b) not to disconnect the service by mistake; and
- b) to keep any appointment we make with you under this agreement.

13.2. Unfortunately, we cannot guarantee that the service or the equipment we provide will never be faulty.

13.3. If you do experience problems with your service, we will provide a number of methods for you to get in touch with us:

- a) a single phone number as a central point of contact.
- b) a web portal to enable you to send an email directly to our Technical support staff.
- c) an on-line ticketing system to enable you to request technical assistance or report a fault.
- d) a "Live Chat" facility available through your community portal to request assistance during business hours.

13.4. During business hours (0900 to 1700) you will be able to contact us via the phone number, the on-line ticketing system and the "Live Chat" service.

13.5. Outside business hours (1700 to 0900) during weekends and public holidays) you will be able to contact us by phone or on-line but it may take us up to 1 hour to respond to your request.

13.6. We will endeavour to repair a reported fault as quickly as possible but the urgency with which we deal with a fault that you report will be determined by the nature of the fault. We define two classes of fault as either a Network Critical Fault or Subscriber Affecting Fault, as follows.

13.7. Network Critical Faults are defined as issues which affect more than one Customer on the Fibre Network. These will typically include the inability of multiple customers on the fibre network to connect to the Internet, inability to make and receive phone calls and loss of some or all of the television channels.

13.8. We will ensure that customers logging Network Critical Faults will receive a call back within 1 hour. Once identified as a Network Critical Fault we will take appropriate action to ensure that an engineer is on site working on a resolution within 4 hours following this call.

13.9. Subscriber Affecting Faults are defined as issues which affect a single customer. These will typically include the inability to connect to the Internet due to configuration or connection issues with a single customer's circuit, the inability for a single customer to make and receive phone calls and the loss of some or all of the television channels within a single home.

13.10. We will ensure that customers logging a Subscriber Affecting Fault will receive a call back within 1 hour during Business Hours. Response calls will be made between 0900 and 1000 for faults logged outside Business Hours.

13.11. If it is possible to resolve the fault remotely, we will take appropriate action to ensure that the fault is resolved within 4 hours following this call.

13.12. However, if a site visit is required to repair a broken cable or replace a piece of faulty equipment for example, we will make arrangements for an engineer to visit site to repair the fault within 3 working days following the call.

13.13. If you suffer a continuous total loss of the service at any time after we have provided it, we promise to put things right by midnight on the third working day after you have reported the fault to us unless a specific appointment date is agreed. We will treat a fault reported after 2100 on a weekday, or anytime on weekends or on a public or bank holiday, as if you reported the fault at 0800 on the next working day after the day you reported the fault to us.

13.14. For any broadband service that we provide, by continuous total loss of the service we mean the inability to make a connection to the Internet through the fibre

optic network, due to a fault in any part of our network up to and including the Optical Network Terminal (ONT) in your property.

13.15. For any telephone service that we provide, by continuous total loss of the service we mean the inability to make or receive a phone call, due to a fault in any part of our network up to and including Optical Network Terminal (ONT) in your property.

13.16. For any television service that we provide, by continuous total loss of the service we mean the inability to receive satellite, terrestrial television or DAB radio signals, due to a fault in any part of our network up to and including the Gateway Termination Unit (GTU) or multi-switch distribution amplifier (where fitted) in your property.

13.17. If we do not put things right after you have reported a fault within the timescales detailed in paragraph 13.13, we will provide a daily rate service credit for each whole or part day we are late in repairing the service. This service credit will be equal to the daily charge for the service for each day that applies. The daily charge is twelve times the monthly service charge (including VAT) divided by 365. You will not be entitled to a service credit if the fault relates to equipment that you have bought from other suppliers.

13.18. You will need to contact us to claim the service credit. We will take the amount we owe you off your next bill.

13.19. Unless we are negligent, our only responsibility is to pay you the service credit as described in paragraph 13.17.

13.20. The maximum amount we will credit or pay you is £500 in any 12-month period as set out in the standard terms. This does not include our responsibilities if you die, suffer personal injury or suffer loss or damage to physical property as a result of our negligence.

13.21. Unless the service terms say otherwise, we have no responsibility to pay you compensation for financial loss, for any information which is lost or corrupted, or for any loss that could not have been reasonably foreseen (expected) as a result of your use of the service for commercial or business purposes against the conditions detailed in paragraph 1.4.

13.22. Since we typically do not impose a service charge for the provision of television services over our fibre optic networks, no compensation or credit will be paid in respect of any failure to meet the timescales detailed in paragraph 13.13 with regard to restoration of a television service.

13.23. Nothing in paragraphs 13.1 to 13.22 affects your legal rights relating to equipment which is faulty or has been described wrongly.

13.24. These guarantees do not apply if:

- a) someone other than us has caused the fault;
- b) we ask to come onto your property and you do not allow us to; or
- c) we reasonably ask for other help and you do not give it.

14. **Matters beyond our reasonable control**

14.1. Sometimes we may not be able to do what we have agreed because of something beyond our reasonable control. This could include very severe weather or

damage to our infrastructure by third parties. In these cases, we do not accept responsibility for what has happened.

15. **If you break the agreement**

15.1. Other than for serious misuse described in paragraph 6.1, we will normally give you an opportunity to put matters right within a reasonable time if you break the agreement.

15.2. However, if you do not do so, we may suspend or end the agreement for the service. We may also suspend the service or end the agreement for the service if you break any other agreement you have with us and do not put matters right within a reasonable time. If we suspend the service or end the agreement for the service, we will tell you what needs to be done before we can restore the service.

16. **Sorting out disputes**

16.1. We will try to work through any disputes that you may have with us. However, if we cannot do this, you may refer the matter to any relevant service that sorts out disputes. Details of these and of how to refer a dispute are set out in our Code of Practice for Consumers and Small Businesses.

17. **Other things we need to tell you**

17.1. You accept that the agreement for the service is personal to you and agree not to transfer it to anyone else, or to try to do so. However, we may take instructions from a person who we think, with good reason, is acting with your permission.

17.2. When we need to contact you, we will use your billing address, email address, mobile or fixed phone number. If you need to contact us, please use the address on your last bill or any other postal address, email address or phone number we have given to you for that purpose.