



## Part 1 - GENERAL

### 1. About your agreement with us

- Your agreement with us (the 'Agreement') consists of:
  - o This set of terms and conditions (the 'Terms');
  - o Our Fair and Acceptable Usage Policy (the 'Fair Use Policy');
  - o Any charges for the Services (the 'Charges');
  - o The latest list of prices for the Broadband services (the 'Price List');
  - o Our latest policy that sets out how we collect and use your personal information (our 'Privacy Policy'); and any other terms for Additional Services, which might be updated from time to time.

These documents set out the basis on which we will provide the Services to you. We've used some definitions throughout these Terms to try and make them easier to read and understand. Where we've used these words, they have the following meanings:

**'Additional Services'** means any optional extra services you may choose to take from us, like (but not only) Home Phone call.

**'Charges'** means all charges associated with the Services;

**'Contract Date'** means the day we dispatch any Equipment to you or accept your order for the Services. This is the date on which your contract for the Services begins;

**'Equipment'** means the Home Broadband pack, including an modem, cables and outdoor equipment;

**'Home Broadband'** means HySpeed Home Broadband;

**'Home Phone'** means HySpeed Home Phone;

**'Minimum Term'** means a 12 month minimum term contract as appropriate for the package you choose. The minimum term starts from the Services Connection Date. A new minimum term might start if you make changes to your Home Broadband package, we'll let you know before you make any such changes.

**'Monthly Subscription Charges'** means the fixed amount you pay on a monthly basis for the Services. It doesn't include any Charges for things outside any inclusive allowances that come with your Service or for any Additional Services;

**'Service'** or 'Services' means the Home Broadband internet connection, the Home Phone connection allowing you to rent a telephone line from us and make/receive calls on it. It also covers things like equipment lease, IP address services, maintenance and support, and other services agreed in your order or that we may provide you at a later point;

**'Services Connection Date'** is the date we confirm that your Home Broadband Services are connected. This is the date that your Minimum Term begins and when the Charges will start from. This is always the date on which we can provide your Home Broadband service. If you take Home Phone too, and this Service is connected before your Services Connection Date, then you'll be billed for any Charges that are applicable (except your recurring monthly line rental charge). For example, you'll be billed for any chargeable calls you make or Home Phone you take. But, you won't be charged a daily rate for the line rental up to your Services Connection Date;

**'We', 'us', 'our' or 'HySpeed'** means HySpeed Broadband (Company no. 7692938) of SCB House, Restmor way, Wallington, Surrey, SM6 7AH;

**'Website'** means our website at [hyspeedbroadband.com](http://hyspeedbroadband.com);

**'Working Day'** means any day apart from a Saturday, Sunday or a Public Holiday in the United Kingdom; and

**'You'** means the customer we make this Agreement with and includes any person that we reasonably believe is acting with your authority.

### 2. When do these Terms apply?

- 2.1 You agree to be bound by the terms by signing an order or by accepting our terms over the phone; or by your use of the Services or by allowing others to use the Services. You must make sure that anyone else using the Services via your account also complies with the

Terms. You'll also be responsible for any action that we or third parties may need to take as a result of activity using your account.

- 2.2 Different parts of the Terms will apply to you depending on which of the Services you order from us. This Part 1 applies to all Home Phone and/or Home Broadband customers. Part 2 applies to you if you choose to take Home Broadband. Part 3 applies to you if you choose to take Home Phone too.

### **3. How to order our Services**

3.1 To order our Services you must:

- a) Be over 18;
- b) Be a resident of the UK;
- c) Pay the Charges by Standing order. For this you must be the account holder of a UK bank account (with a UK account address) with sufficient funds and the necessary authority to pay the Charges using Standing order;
- d) give us the following information:
  - a valid UK mobile phone number;
  - a current email address;
  - a delivery address for any Equipment; the address where the Services are to be connected (as well as your previous addresses if you've been there less than 3 years and you're ordering Home Phone);
  - your Standing order details to pay the Charges, your account name and a UK billing address; and your credit or debit card details as we may complete a security check.

3.2 Your billing address must be the same as the address where your Service is connected.

3.3 The Services account holder must also be the Standing order account holder. You therefore warrant that you are a resident at the Service address and the owner of the account used for the Standing order. You are responsible for any use of the Services via your account and the payment of all Charges. In the case of Business customers taking any package made available to Businesses, you warrant that your business is operated from the installation address. You also warrant that you are the landline account holder, or have the permission of the landline account holder to contract for the Services. You are responsible for any use of the Services via your account and the payment of all Charges.

3.4 You agree that we, or third parties acting on our behalf, may carry out credit checks using the information that you provide.

3.5 By placing your order, you are making an offer to enter into a contract with us for the purchase of the relevant Service from us under this Agreement. We will contact you if we accept your offer. We may exercise our discretion, acting reasonably, to refuse to provide any part of the Services to you.

3.6 We or our agents may record or monitor some in and outbound telephone calls, emails and any other communications between you and us (or our agents) for training and quality control and our lawful business purposes in line with our Privacy Policy.

### **4. What you can expect from us?**

4.1 We'll provide you with the quality of service generally provided by a competent telecommunications service provider exercising reasonable care and skill. We'll do what we can to make the service available at all times and fault-free, but we can't promise that it always will be.

4.2 We may need to make changes to our network or the technical specification of a Service or we may need to suspend provision of the Services for operational or technical reasons. We'll try to let you know in advance of such changes or suspension if it materially affects your Services.

- 4.3 If you experience a total loss of Service directly caused by us (except where you have requested that the Services are moved to a new premises) for more than five (5) consecutive days, we'll compensate you for each day's disruption (including the first five (5) days) by a credit towards your relevant Charges for those days. To get this credit, you will need to notify us as soon as the Service failure occurs and request the appropriate credit by contacting Customer Service when your Services are restored. The credit will be shown on your next, or subsequent, bill depending on where within the billing cycle the credit is requested.
- 4.4 We can't guarantee the exact Services Connection Date, but we will try to make it as early as possible.

## **5. What we expect of you?**

You agree that you and other people using the Services via your account will use the Services in line with the Terms, including that you will:

- a) pay us the Charges for the Services on time and in the way that we have agreed with you;
- b) promise that the information you've given us about you is correct and to let us know if any of that information changes.
- c) make sure that your computers and any other hardware or software you use to access or interact with the Services ('Your Equipment') complies with all applicable laws and standards. You must make sure that you have any necessary licences before you use it to connect to our network and make sure that Your Equipment is compatible with our Equipment;
- d) not use the Services for unlawful or illegal purposes;
- e) comply with the terms of the Fair Use Policy and make sure that any others using the Services through your account comply with the Fair Use Policy too;
- g) keep your security information confidential and secure. Don't make it available to unauthorised people. You'll tell us immediately if you become aware of any improper disclosure of your security information or unauthorised use of the Services through your account;
- h) indemnify us against all losses, liabilities, costs (including legal costs) and expenses which we may incur as a result of any third-party claims against us arising from, or in connection with, your misuse of the Services or breach of this Agreement;
- i) take whatever steps you consider necessary to back-up and protect any data on your IT systems. Including taking additional measures over and above any measures included within the Equipment to protect your IT systems from viruses, trojans, malware and other threats to your property;
- j) provide sufficient socket-outlets in a safe condition without damage, at convenient and easily-accessible points for the Services to work properly. If you have to use extension leads, they will have a correctly-rated fuse for the Equipment to be used; have capacity to prevent overloading; and any leads should be positioned carefully to prevent any risk of damage to the cable or present a tripping hazard; and
- k) make sure that all Equipment is used in line with any instructions issued by us or the manufacturer including ensuring that the Equipment is used only in situations where appropriate environmental conditions exist.

## **6. Our payment terms and Charges**

- 6.1 Detailed charging information can be found on our Website and in our Price List.
- 6.2 We may increase or decrease our Charges from time to time. If we increase our Charges (apart from for Additional Services), we'll let you know at least 30 days before the Charges are due to go up and you'll have the rights explained in paragraphs 6.3 and 6.4. We won't increase your Monthly Subscription Charges more than once in any 12 month period.

- 6.3 You can end this Agreement without having to pay termination charges, if:
- a) we increase your Monthly Subscription Charges by more than the Retail Price Index (RPI) annual inflation rate at the date we notify you of the applicable price increase; or
  - b) We increase any of our Charges (apart from for Additional Services) in such a way that would have increased your total bill for the immediately previous month by more than 10% (if the increase(s) had applied for the whole of that month).
- 6.4 If you want to end the Agreement because of one of the circumstances in paragraph 6.3 you must give us Notice that you want to. You must do this within 30 days of when we tell you about the relevant price increase(s). If you don't give us Notice within 30 days, you accept the new Charges and the Agreement will continue with the new Charges.
- 6.5 For Additional Services, we reserve the right to increase our Charges at any time and by any amount. We'll post the new Charges on our Website. If, following an increase in the price(s) for an Additional Service, you don't want to pay the new price then you can cancel that Additional Service (if relevant), or stop using it. For Additional Services with a recurring subscription we'll let you know at least 30 days before the Charges are due to go up for that Additional Service.
- 6.6 Paragraphs 6.2, 6.3 and 6.4 won't apply where the increase or change is as a result of a requirement by a government or competent regulatory body. This includes any increase in the rate of VAT, the imposition of a new tax or the extension of an existing tax that has not previously applied.
- 6.7 For any calculations under paragraph 6.3(b), if you have any goodwill or other credits which reduce your actual bill total you'll need to look at the increase in your total bill without the credits applied.
- 6.8 You're responsible for paying the Charges, VAT and any other tax liability that applies to the Services, and any costs incurred in collecting late payments from you. You're responsible for the Charges whether incurred by you or anyone else using your account (with or without your knowledge).
- 6.9 The Charges are payable from the Services Connection Date. Any recurring Charges will be collected in advance. For periods of less than a month, we'll work out a day rate. One-off Charges (like call Charges) will be collected in arrears, except for any connection Charges,
- 6.12 If you chose a 30 day rolling Home Broadband or Home Broadband and Home Phone package or the Access Home Broadband package then there will be a connection Charge. This is a one-off payment which we will add to your first bill when you order the Services and is non-refundable unless you cancel your contract during the Cooling Off Period. Please see the Price List on our Website for the latest Charge.
- 6.13 You'll have to provide your Standing order details (bank account number, sort code, name of bank, name of account holder). You authorise your bank to disclose to us, and under strict obligations of confidentiality, to our subcontractors and agents, details about your bank account as necessary in connection with your Agreement and to inform us if your Standing order Authority is terminated or changed at any time. If a standing order payment fails, you must immediately arrange for the Charges to be paid by other means specified by us and we may also contact you to take payment. You may also be liable to pay interest if you're late paying the Charges. If we can't contact you after a failed payment, we may suspend or terminate the Services and this Agreement under paragraph 8.5 without further notice.
- 6.14 If you don't pay in full by the relevant due date then we may charge you interest from the date you should have paid until we receive full payment (including the interest) at the rate of 2.5% per year above the base rate of HSBC plc as set from time to time.
- 6.15 All amounts due shall be paid in full (without deduction or withholding except as required by law) and you won't be entitled to assert any credit, set-off or counterclaim against us in order to justify not making a payment of any such amount in whole or in part.
- 6.16 The Charges are inclusive of Value Added Tax which will be charged at the prevailing rate, where applicable. If the rate of VAT changes then we may change the Charges to reflect

this. We'll try to make sure the changes are exact, but we may need to round the Charges up or down.

## **7. Cancelling your Services before they're connected**

- 7.1 Within the first five (5) days of your Contract Date, we'll bill you. It will be monthly in advance. For periods of less than a month we'll work out a day rate. These Charges will be added to your first bill.
- 7.2 We may terminate your contract after the Contract Date but before the Services are connected if we aren't able to provide the Services to your premises for any reason (other than as a result of your own act or omission). Any Charges you've paid will be refunded to you as a credit to the bank account from which they were taken.
- 7.3 In the unlikely event that we send you an email confirming a Services Connection Date, but do not actually connect your Services for more than one (1) month after this confirmed connection date (other than as a result of your own act or omission), you are entitled to terminate your contract with us by sending a cancellation notice in writing (address below) or by calling us. Any Charges you have paid (except the Charge for putting in a new line or converting your line (see Part 4)) will be refunded to the bank account from which they were taken.
- 7.4 If you want to cancel your order with us before your Services go live, you can do this by successfully notifying us at any point before 12am on the Working Day before your Services Connection Date with no charge.

## **8. Cancelling your Services after they're connected**

- 8.1 Your contract starts on the Contract Date, and the Services start on the Services Connection Date. We'll send your Services Connection Date to your nominated email address and mobile.
- 8.2 After the Minimum Term you'll continue to receive the Services until either you or we end your contract in line with these Terms.
- 8.3 You may terminate your contract within the first fourteen (14) days after the Services Connection Date (the "Cooling Off Period") by giving us written notice, to be received by us no later than the 14th day after the Services Connection Date. You won't receive a refund of Charges for calls made or data used. If you terminate your contract during the Cooling Off Period, you may not be able to request the Services at the same installation address for six (6) months after the end of the Cooling Off Period.
- 8.4 After the Cooling Off Period, you may terminate your contract:
  - a) for our 12 or 24 month packages, by sending us (30) days' notice by email, fax, or in writing.
  - b) for our 12 or 24 month packages, if you terminate the contract for broadband within the Minimum Term, you must pay us a termination charge, equivalent to the remainder of the contract.

Your obligation to pay us termination charges to compensate us for ending the Service early does not apply if you end the Agreement because we've increased the Charges in a way that would give you a right to terminate without termination charges under paragraphs 6.3 and/or 6.4.

8.5 We may terminate your contract or suspend all or part of the Services if:

- a) we haven't been able to take payment, by the due date, for any money you owe us;
- b) we reasonably believe that you or others (whether under your control or not) are misusing the Services including but not limited to making use of the Services for illegal purposes;

- c) you otherwise breach the Agreement;
- d) you're persistently abusive or make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or our property or that of our agents;
- e) we're told to do so by the Government or other lawful regulatory authority or the emergency services;
- f) you allow anything to happen on the Home Broadband connection which in our reasonable opinion may have the effect of jeopardizing the operation of the Services, or the Services are being used in a manner which is against the best interests of the customer, other customers and/or us; or
- g) we're no longer able to provide you with the Services.

8.6 If we suspend your Services (where the cause is your act or omission), then you'll be liable for the Charges during such suspension. If we suspend your Services for any other reason, you won't be liable for the Charges during such suspension.

8.8 If you terminate the Services because we have suspended or been forced to suspend the Services for more than 30 days (unless the suspension was caused by you) then all recurring Charges for the period of downtime will be refunded as a credit to the bank account from which they were taken.

## **9. What happens if you move?**

- 9.1 If your new address is in an area that's covered by the Services, the Services can be moved to your new address, provided you give us notice at least 14 days before the expected moving date. Don't forget that you need to give us at least thirty (30) days' notice (as applicable) to stop the Services at your old home or you'll incur a charge to stop them at shorter notice. You'll need to give us your new address and postcode and have a working phone line at that address or order Home Phone. House moves can only be carried out on Working Days.
- 9.2 If you move house we'll end your Services on the day you ask and do our best to start them in your new home the next Working Day, or Working Day of your choice. We may have to make an engineer's appointment depending on what needs to be done.
- 9.3 We reserve the right to refuse a house move. If we are unable to provide Services to your new address or refuse to carry out a house move, then the cancellation terms in paragraph 8 will apply.
- 9.4 If your house move involves any additional Charges, we'll tell you what they are before carrying out any work. We'll also ask you to confirm that you want us to carry out the work. If we do carry out the work, then you must pay the Charges. We may require that you make this payment before we start work.
- 9.5 If an engineer needs to visit your home to carry out work, you must make sure you're there at the time that we agree. You must give the engineer access to your home to carry out the work needed. If you cancel the appointment after 12am on the Working Day before it's due, you're not there or will not allow the necessary access then we will charge you for a missed appointment.
- 9.6 We will use reasonable efforts to make sure that the engineer's appointment is on your preferred date, although we can't guarantee this. If an engineer is unable to keep an appointment, we will try to tell you as soon as possible and you will not be charged for this missed appointment.
- 9.7 If you need the permission of your landlord or anyone else for our engineer to enter your property and to install the equipment, it is your responsibility to obtain this. By allowing our engineer to enter your property, you promise that you've got any consent needed.

## **10. What we're liable for and what we're not**

- 10.1 Nothing in this Agreement shall restrict or exclude either party's liability for fraud or for death or personal injury caused by it or its employees' or agents' negligence, nor for any other liability which cannot by law be excluded or limited.
- 10.2 Except as expressly set out in the Terms, we are not liable to pay damages for use of the Services or any losses caused by failures, errors, delays or interruptions relating to the Services, including as a result of any failure to supply the Services because we are prevented by events outside our reasonable control.
- 10.3 We are not liable for any interruption or failure in the service that is due to a force majeure. This includes and is not limited to bad weather conditions, natural disasters, fire, man-made disasters and any other situations that are out of our reasonable control.
- 10.4 We are not liable to pay damages if anyone else, other than you or us with your permission:
  - a) gains access to your connection to the Services, your computer and other related equipment; or
  - b) gains access to, destroys or distorts any data or information held by you or about you by us.
- 10.5 We are not responsible for any goods or services supplied in a separate agreement with another supplier, even if access to those goods or services is through our network.
- 10.6 Except for the requirement for you to pay all Charges owing to us under this contract each party's total liability to the other party with respect to this contract for any claims arising in any calendar year (whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise) shall not exceed 100% of the Charges due in that calendar year.
- 10.7 In the case of Business customers, except for the requirement for you to pay all Charges owing to us under this contract each party's total liability to the other party with respect to this contract for any claims arising in any calendar year (whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise) shall not exceed the greater of: (i) £10,000; or (ii) 100% of the Charges due in that calendar year.
- 10.8 We have no liability other than any resulting from the duty to exercise the reasonable skill and care of a competent telecommunications service provider. We do not accept liability for indirect or consequential loss, such as loss of profits, business, costs, expenses (unless such losses were reasonably foreseeable to both of us when this contract was entered into), or any other form of economic loss.
- 10.9 You shall at all times be under a duty to mitigate any losses suffered by you.
- 10.10 You recognise that the Services may be dependent upon End-User Licensed Software and if you do not accept the licence terms relating to any End-User Licensed Software, we shall have no liability whatsoever for any failure to provide the Services to you where the Services depend on the use of End-User Licensed Software.
- 10.11 Where you accept the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within this Agreement relating to End-User Licensed Software and shall exclusively comprise your sole rights and remedies in respect of such End-User Licensed Software.
- 10.12 Nothing in this Agreement shall exclude or restrict the liability of either party in respect of any liability which cannot be excluded or restricted by law.
- 10.13 Each provision of this paragraph 10 operates separately. If any part is found by a Court to be unreasonable or inapplicable, the other parts will continue to apply.