

# 1pBroadband Terms and conditions

01 January 2020

These Terms and Conditions constitute an agreement ('Agreement') between you, the end user, and Telecommunications Management Limited trading as 1pBroadband. You should read these terms carefully. By using either the Landline Phone service or the Fibre Broadband service, you will be deemed to have accepted, and will be bound by, these Terms and Conditions.

## 1. DEFINITIONS

- a. 'You' or 'you' means the customer named in the online application for the Services, and 'your' shall be construed accordingly.
- b. 'we' or 'us' means Telecommunications Management Limited trading as 1pBroadband.
- c. 'Property' means any address at which the Services are supplied to you.
- d. 'Equipment' means any equipment provided by us in order to enable you to use the Services.
- e. 'Service(s)' means any service provided by 1pBroadband.
- f. 'Commencement Date' shall mean the date the Service is made available to you.
- g. 'Broadband' / 'Fibre Broadband' shall include any Landline Phone service we provide using the same physical line into your Property.
- h. 'Working Day' means any day other than (a) a Saturday or Sunday and (b) any day on which banks located in England are closed for the conduct of regular banking business.
- i. 'Bill' means the monthly invoice you will receive for the Services we supply to you under the 1pBroadband brand.
- j. 'Designated User' means any person(s) that you authorise as users of your Fibre Broadband service.
- k. 'Landline Phone service' means the basic two-way communication service via whichever carriers or networks we may elect to use from time to time and any ancillary telephony services made available to you by us from time to time.
- l. 'Broadband service(s)' / 'Fibre Broadband service(s)' means the use of online information, communication and other services provided by us, (but excluding any 1pBroadband hosted email accounts), and access to information and services provided by third parties, on the internet, where we are providing a fixed line Fibre Broadband connection.
- m. 'Software' means the use of the software programme(s) provided by us or by third parties that are associated with the Fibre Broadband service.
- n. 'Accompanying Material' means any documentation provided by us that is associated with the Fibre Broadband service.
- o. 1pBroadband is a trading name of Telecommunications Management Limited, whose registered office is at Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB. Registered in England 03592271. VAT GB 783 9953 59

## 2. COMMENCEMENT/DURATION

- a. Our Fibre Broadband services are only available to owner-occupiers, and we will not provision your Broadband service until such time as we are satisfied that the applicant for the Services is the owner of the property where the Service is to be provided, and is living at that address. This requirement will be satisfied where we are able to match the name(s) of the account holder provided to us with the name(s) shown on the Land Registry database as being the owner of the Property, or where you have provided us with such other evidence of your title to the Property as we shall require at our sole discretion (e.g. a solicitor's letter or copy of a recent mortgage statement), or otherwise at our sole discretion.

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- b. This Agreement is entered into on the date that you agree to the terms that we offer you by accepting them online and will continue indefinitely thereafter unless cancelled by us in accordance with clause 2(c) below or by you in accordance with your Early Cancellation Rights (see below) or by either of us giving 30 days' notice to the other at any time, or in accordance with Clause 14 (Ending this Agreement) below.
- c. We reserve the right to cancel this Agreement prior to the Commencement Date and at our sole discretion where we have any commercial, technical or operational reasons for not providing you with the Service(s) and you shall not be entitled to compensation of any form whatsoever where we have exercised this right, save we will refund any connection fee previously paid by you.
- d. The monthly fixed charge for your Broadband service is inclusive of the line rental charge for the Landline Phone service, and will be payable from the Commencement Date, irrespective of when you start using the Service. For the avoidance of doubt, the Broadband service is not available without the Landline Phone service, and your monthly fixed charge remains the same even if you choose not to use the Landline Phone service.
- e. All monthly charges quoted here and in the tariff are per calendar month or part thereof. Charges start on the date the service is activated and are charged the same day of the month thereafter.

### 3. THE SERVICES

- a. You must pay us all charges relating to your use of the Service(s) from the Commencement Date in accordance with our published tariff.
- b. We will use reasonable efforts to make the Service(s) available but owing to the nature of communication networks we are unable to guarantee to provide a fault free service; the quality of the Service(s) depends on both the communication network to which you are connected and also on other communication networks to which the person you may be calling is connected. The Service(s) might be adversely affected by too many people trying to use the network at the same time. If a fault occurs you should report the fault by telephone, email or in writing to our technical support team.
- c. We may use whichever network(s) we consider appropriate to supply these Services to you and may change the network(s) we are using at any time and without notice provided this does not affect the price(s) which we are charging you. We may suspend the Service(s), including for scheduled periods of downtime, where necessary for operational reasons such as repair, maintenance or improvement of the Service(s) or because of an emergency. Except in the event of an emergency, we will try to give you as much notice as possible of any periods of scheduled downtime of the Service(s) by sending an email to the email address you have provided to us in order to contact you or by any other reasonable means. We will restore the Service(s) after suspension as soon as we reasonably can.
- d. Any phone or other equipment used by you to access the Service(s) must be lawfully approved for connection. You must not use the Service(s) for any improper or unlawful purpose. You must comply with any instructions we give you about the Service(s).
- e. We cannot be responsible for any fraudulent or unauthorised calls made on your Service(s) or for the proper safeguarding or security of your Service(s).
- f. We may set a credit limit on the value of the call or other charges you can incur using the Service(s) at any time. As our billing system is not updated instantly when you make a call, you may exceed any such credit limit, but if this happens, you will still be liable for all relevant charges.
- g. If at any time we have reason to believe any amount due from you may not be paid, or if your call usage in any month is materially greater than any Bill previously paid to us by you, we may ask for a reasonable deposit to be used as security.
- h. We may limit your ability to make certain types of call at our sole discretion (for example premium rate and/or international calls), and only remove this limit upon receipt of such deposit as we may request.

### 4. EMERGENCY SERVICES

- a. Access to the Emergency Services is available by dialling 999 from your landline.
- b. We will inform the emergency services of the caller location information of the address you ask us to provide the service at in the event of an emergency call.
- c. If your Landline Phone service experiences a fault, it may not be possible to contact the Emergency Services.

## 5. LANDLINE PHONE SERVICE

- a. If we are providing a voicemail service, then in the interest of all users, we may limit the number and duration of messages that can be left on your voicemail service. Please note that confidentiality of messages cannot be guaranteed. You must not record an abusive, defamatory, or obscene greeting message; if you do so, we may change it without notice or withdraw your voicemail facility at our discretion.
- b. If you have asked us to supply our Broadband Service then we will also automatically replace the current supplier of your fixed line telephone service (calls and line rental) if this is using the same line as your requested Broadband Service.
- c. If your phone line is being transferred to us from another supplier, there may be a short interruption to your Landline Phone and/or Broadband service on the date of your connection which typically lasts up to four hours; any Calling Features being provided by your previous supplier will be lost and only Calling Features you have specifically requested from us will be provided.
- d. In the event your line develops a fault, we will work on any problem that is reported to us as quickly as possible. This may require a network engineer to visit your home, and you must provide reasonable access to enable the necessary work to be carried out. This work will be carried out free of charge unless the fault is in your homes' internal wiring or any equipment you have been using, in which case you will be charged by us at our standard call out rates. You will not be entitled to any compensation for loss, damage, inconvenience or additional costs you may incur resulting from any technical problems with your line other than as set out under clause 12(b) below.
- e. Inclusive call bundles provided by us are subject to a maximum of 200 different numbers being called during any calendar month; if this limit is exceeded, we reserve the right to charge for all calls to any additional numbers at our published rate for a peak local/national call. The charges for the Service(s) contained in your monthly Bill will be calculated using data recorded by the carriers and networks which we use, and not from any data recorded by you. In the event of any dispute, the call data record from the carrier or network shall be deemed to be conclusive evidence of that usage. You are responsible for all call charges made on your Service(s), howsoever arising and whether or not such calls were made with your authority or knowledge.

## 6. BROADBAND SERVICE

- a. Our Broadband service is only available on lines which are connected directly to a local BT exchange.
- b. Broadband service is subject to availability and varies by geographic location.
- c. We do not accept any responsibility for the quality of the Broadband Service where you are not using a router we have supplied.
- d. Our Premium Router is supplied as standard and provides excellent WiFi coverage within small and medium sized homes; our Super Router is designed to provide even better WiFi coverage within larger properties. Router specifications and rental prices are detailed on our website.
- e. Routers provided by us remain our property at all times.
- f. All routers supplied by us come with a lifetime warranty for as long as you take our Broadband service. If a router we have supplied develops a fault, then we will provide a free replacement for as long as you are taking our Broadband service.  
We will not provide a free replacement where the fault is caused by loss, theft or physical damage. You must return the faulty router to us at your own expense within 30 days of informing

us of the fault, using recorded delivery. If you fail to return the faulty router to us within 30 days of informing us of the fault, you will be charged our retail price for the router (as shown on our website) on your next bill.

- g. You may upgrade to a better router at any time, subject to you paying the postage and packing costs of us sending the new router to you (this charge will be added to your next monthly Bill) and you arranging the return of the old router at your expense. Any rental charges in respect of the new router will apply from the date the upgraded router is provided to you. If you fail to return the old router to us within 30 days of receiving the upgraded router, you will be charged our retail price for the old router on your next bill.
- h. Our Internet Services are designed for normal household usage. We reserve the right to restrict capacity, reduce speed or withdraw service from you where we have reasonable cause to believe the Broadband service is not being used for normal household usage, or in any other way which may adversely affect the performance of the Broadband service for other users, at our sole discretion.
- i. You agree not to publish using our Broadband service any information, software or other content which violates or infringes upon the rights of any others or which we consider to be offensive, abusive, indecent, defamatory, obscene or otherwise unlawful.
- j. We do not engage in the active screening of online material and will be entitled, but shall not be obliged, to edit or delete any information, software or such other content which you or anyone using your Broadband service may place online at any time at our sole discretion.
- k. You are solely responsible for evaluating the accuracy and completeness of any content that may appear online and the value and integrity of any goods and services offered by third parties.
- l. We do not generally monitor the content of information sent and received using the Broadband service, however we reserve the right to do so if we consider it to be necessary.
- m. We may require you to change your Domain Names, URL or email address and we may suspend your Broadband service, email or webspace if we reasonably believe that any Domain Name, URL or email address you are using is, or is likely to be, offensive, abusive, indecent, defamatory or obscene or otherwise in breach of any term of this Agreement.

## 7. REGISTRATION FOR BROADBAND SERVICE

- a. In order to register for our Broadband service, set up an account and to identify authorised Designated Users you must be at least 18 years of age. You acknowledge that you are aware that areas accessible on or through the Broadband service may contain material that is unsuitable for persons under 18 years of age and you agree to supervise usage of the internet by any minors who you permit to use the Broadband service.
- b. You confirm and warrant that all the information supplied by you when you register for the Broadband service is true, complete and accurate in all respects and you agree to notify us immediately of any changes to that information.
- c. You are responsible for ensuring that no unauthorised access is obtained to the Broadband service through your account.
- d. You will be entirely liable for all activities conducted and charges incurred through your account whether by you or by any other person, whether acting with your knowledge and consent or otherwise.
- e. You may be issued a unique user name and password in order to access the Broadband Service; you are responsible for ensuring any such password is kept confidential.
- f. You must inform us immediately if you have any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way.
- g. If we have reason to believe that there is likely to be a breach of security or misuse of the Broadband service, we may change any or all of your passwords and notify you accordingly.

- h. If you forget any password, you may contact our Customer Services Team. Subject to satisfying the security checks in operation, you will be given a new password to enable you to use the Broadband service.

## 8. YOUR DATA

- a. Your data will be held securely and will not be disclosed to third parties for their marketing purposes. For full details of how we use your data, please see the Privacy Notice available on our website [www.1pBroadband.com](http://www.1pBroadband.com). We may contact you in future to give you information about any of our Services or benefits which we believe may save you money or otherwise be of interest to you, unless you have informed us that you prefer not to receive this information.
- b. If you would like copies of any personal information that we hold about you, please write to the Correspondence Department, 1pBroadband, Equinox House, 6 Oriel Court, Alton, Hampshire, GU34 2YT detailing what type of information you would like us to provide. We reserve the right to charge a reasonable fee for such requests.
- c. Whilst we use all reasonable care to protect our customers' data, we do not accept liability for any losses incurred by customers caused by third parties who have gained illegal access to the data we are holding, where such loss of data has been caused by circumstances outside our reasonable control.

## 9. BROADBAND PERFORMANCE

- a. When we process your application for Fibre Broadband, we will provide you with an estimate of the download speed that we expect your Service to achieve. If the estimate is below the minimum download speed stated for this service, we will not continue with your application.
- b. During installation your phone line may be disconnected which will temporarily disrupt your existing Landline Phone service and Broadband service.
- c. If upon testing the download speed does not reach the minimum speed stated for our Fibre Broadband Service, then we will be unable to provide the Service to you.
- d. It may take up to two weeks from the date of installation for the speed of your Broadband Service to stabilise.

## 10. EQUIPMENT

- a. Except as expressly set out in this Agreement, any Equipment (including the router) which we have supplied to you under this Agreement remains our property at all times.
- b. You agree to look after our Equipment in your Property and follow any reasonable instructions that we may give you about the Services, including giving us access to your Property. If you have not done so, and the Equipment is damaged, you will have to pay us for any repair or replacement.
- c. Following the disconnection of your Fibre Broadband Service for any reason (for example as a result of you choosing to switch the service to another supplier, moving home, or us disconnecting the service for non-payment) you must return the router to us at your expense within 14 days. If you fail to do so, you will be charged the full retail price of the router (as shown on our website), which we will collect from your debit/credit card where possible; if we are unable to collect this from your credit card, then you will be required to pay these charges by an alternative means acceptable to us.

## 11. CIRCUMSTANCES BEYOND OUR CONTROL

- a. We shall not be liable to you for failure to deliver any of the Services or for any breach by us of this Agreement, where such failure or breach is due to a reason outside our reasonable control, including, but not limited to, failure of a third party telecommunications provider, lightning, exceptionally severe weather, fire, explosion, war, riots, industrial disputes, acts of terrorism, government action or regulation or national or local emergency; you may terminate the affected Service at any time by notifying us in writing.

## 12. PAYMENT/BILLING

- a. The connection fee is payable when you apply for the Service(s) and is not refundable unless you notify us that you wish to cancel your application during the cooling-off period, and we have received back (undamaged) the router we have sent you. On the date that your Service is connected ('Start Date'), the monthly fixed charges for a period of one month (charged by us and payable by you monthly in advance) will be billed by us, and payment will be collected using the payment card details you have provided. One month from of your Start Date, and monthly thereafter, we will bill you the monthly fixed charges for the following month and in arrears for any call charges (or other event charges) incurred using the Service during the preceding month, which will be collected by us on the same date as the bill is produced using the payment card details you have provided.
- b. Your monthly Bill notification and other correspondence from us will be sent to you by email (which may include attachments) to the most recent email address supplied by you. Paper copies of Bills may be specifically requested by logging into your online account, subject to an administration charge per printed bill, but there is no charge if you access them online and print them yourself. It is your responsibility to inform us of any changes to the email and/or postal address which you would like us to use when we need to contact you; if you fail to do so, you will still be deemed to have received any communication sent by us to the last email and/or postal address you provided.
- c. All payments must be made in pounds sterling by credit/debit card, unless at our sole discretion we have agreed to accept payment from you using an alternative payment method.
- d. In the event that for any reason we are unable to collect payment for any Bill on the due date, we will notify you using the email address provided by you. If the amount remains unpaid 48 hours later, then the Services will be suspended. If the amount remains unpaid after a further 7 days, then the Services will be Disconnected, in which case you will need to pay a re-connection charge in addition to the outstanding balance on your account before we can reconnect the Service which will typically take up to 10 working days for us to do. Please note that when the Services are disconnected, you may permanently lose any messages that had been left for you on any remote answering service or greetings you had recorded, and you may lose the phone number which had previously been allocated to you.
- e. If we need to repay any money to you at any time this will be credited back to you using the most recent credit/debit card details you have provided to us.
- f. Making a copy of your Bill available for you to access online (irrespective of whether you have received any notification) shall constitute proper notice from us to you of the amount payable.
- g. We reserve the right to pass on any reasonable costs which we incur in the collection of any overdue amount from you, including charges for not returning our router after we cease to provide our Fibre Broadband service, legal fees, administration costs, credit card commissions and/or agency charges.
- h. We reserve the right to waive or reduce any charge(s) we are entitled to make at any time and without notice.

### 13. SUSPENSION OF THE SERVICES

- a. At our sole discretion, we can suspend or disconnect the provision of the Service(s) immediately, without telling you and without notice if:
  - i. we believe you are using the Service(s) in an unauthorised way or for criminal activities or for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing nature;
  - ii. you fail to pay any charges billed by us to you by the due date (unless we have agreed to waive or accept late payment thereof) or commit any other substantive breach of this Agreement;
  - iii. your credit limit is exceeded;

- iv. we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of the Equipment is taking place;
- v. we have reasonable grounds for believing you may not pay any amount(s) that are, or may become, due from you;
- vi. your phone number is being advertised in or on a public phone box or other public space for solicitation purposes;
- vii. we no longer hold a valid debit/credit card for you;
- viii. you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks or the Service(s);
- ix. we believe there is activity on your Service or an unlawful intrusion, which may damage or affect the operation of the networks or the Service(s).
- x. another company which is responsible for supplying your fixed line (e.g. a Cable network) suspends or terminates service on the line being used by us to provide our Services; or
- xi. there are reasons outside of our control.

In the above cases this Agreement does not come to an end and you are still liable for any minimum call charges and all monthly fixed (or other periodic) charges due during any period of suspension. In addition, in certain of the above circumstances, all outbound calls may be routed directly to our overdue account team in which case you will hear an automated announcement advising you of the reason why your call could not be completed as dialled; if you have arranged call forwarding on your line, then we cannot accept responsibility for any loss or embarrassment caused to you in the event that someone calling your number also hears this message when their call is forwarded, and any stored voicemail greetings or messages may be lost.

- b. If you are unable to use your Broadband service for a continuous period of 24 hours because:
  - i. there is a technical failure of the network(s) or the Service(s); or
  - ii. the network(s) or the Service(s) are being tested, modified or maintained; or
  - iii. access is denied to us

you will receive a credit against your monthly fixed (or other periodic) charge, which will represent that part of the monthly fixed (or other periodic) charge relating to the period of suspension or failure. Where the fault relates to your Landline Phone service, any such credit is only payable in respect of the period commencing 48 hours after any fault has been reported to us by you, and provided you continue to notify us no less frequently than 48 hourly thereafter until such time as the reported fault has been repaired.

#### 14. VARIATION OF CHARGES AND TERMS

- a. The monthly fixed charge for your Broadband service will increase annually on each anniversary of the Commencement date by £1; this means the monthly fixed charge during your 2nd year will be £20.99 and £25.99 for our fast and superfast services respectively. In addition, we reserve the right to increase the monthly fixed charge to reflect any increase to the amount charged by BT Openreach for using their network to supply your Broadband service, to the extent such increase is in excess of the increase in CPI over the previous 12 months.
- b. We reserve the right to increase or decrease any of our call charges, call bundle prices, calling feature prices and/or introduce new charges from time to time. If we increase any of our charges and we believe that increase is likely to be to your significant disadvantage (i.e. an overall increase in excess of the rate of the Retail Price Index for the period since those charges were last updated by us, to the total amount we are currently charging you for this Service), we will give you at least 30 days' prior notice; in such circumstances, except where the increase results substantially from a regulatory or tax change, you may cancel the Service to which the increase relates with immediate effect by notifying us before any such increase takes effect. If you have

not notified us that you wish to cancel during this period, you will be deemed to have accepted the variation.

- c. We shall be entitled to use a different network or carrier to provide the Service(s) from time to time, or to discontinue or modify any aspect of the Service(s) at any time. Any material modification will be notified to you; by continuing to use the Service(s) following any such modification, you will be deemed to have accepted such modification.

## 15. ENDING OF THIS AGREEMENT

- a. You may cancel any Service(s) with immediate effect and without penalty by notifying us within 14 days of entering into this Agreement, however you will still be liable for any installation costs and charges incurred in using the Services in the meantime.
- b. You may notify us that you wish to end this Agreement immediately if:
  - i. we have committed a material breach of this Agreement and fail to put it right within 14 days of you asking us to do so;
  - ii. all of the Services are permanently no longer available to you; or
  - iii. you choose not to pay a deposit which we have requested in accordance with this Agreement.
- c. We may end this Agreement immediately by writing to you if:
  - i. you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks or the Service(s);
  - ii. you become bankrupt or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets;
  - iii. you commit a breach of this Agreement (e.g. you fail to pay charges on the due date, or to pay us a deposit we have requested in accordance with these terms) and do not put it right within 7 days of being asked by us in writing to do so; or
  - iv. we are no longer able to provide the Service(s) to you on a permanent basis.
- d. If we receive notification from another provider that you have asked them to take over the supply of any Service(s) we are supplying, we will treat the date of that notification as the start of the notice you are required to provide to us. When this Agreement comes to an end the Services will be disconnected and:
  - i. you may not be able to transfer the telephone number(s) you have been using on our Service to another provider;
  - ii. you will have to pay immediately all charges outstanding at disconnection;
  - iii. we will repay any deposit you have given us, upon request, but only if you do not owe us any money;
  - iv. you must return to us in good condition (fair wear and tear excepted) any Equipment we have provided to you under this Agreement;
  - v. if we have received notification that your Service is being transferred to another provider, and you continue using our Service after any notice period has expired, then you will remain responsible for all charges until the Service is actually transferred;
  - vi. you shall cease all use of any Broadband services and destroy the Software, archival copy and Accompanying Material and if requested confirm to us in writing that you have done so.
  - vii. if we terminate this Agreement with you and provided that you are not in breach of any of these Terms and Conditions, we will repay to you on your Bill the appropriate proportion of any usage charges for the Service(s) which you have paid in advance.
- e. If you wish to cancel this Agreement in accordance with any legal early cancellation rights you may have, you must return any Equipment we have supplied to you within 14 days of the date it



was supplied to you (complete, undamaged and in its original packaging); if you fail to do so, then we will charge you for such Equipment at our retail price as shown on our website.

- f. If your Broadband service is cancelled for any reason, then we will disconnect your Landline Phone service at the same time.

## 16. INDEMNITY

- a. You warrant that:
  - i. your use of the Service(s) will not violate any law, regulation or treaty and that such use will not be in breach of the intellectual property rights of any person;
  - ii. your use of the Service(s) may only be for lawful purposes;
  - iii. you shall not use or authorise or permit anyone else to use the Service(s) for any use that is prohibited by these Terms and Conditions; and
  - iv. you are entitled to any trademark or name that you use in any Domain Name(s) URL or email address.
- b. You shall indemnify and hold us harmless against all claims, liabilities, losses, damages, costs and expenses incurred or suffered by us (including, but not limited to claims in respect of defamation, breach of copyright or other intellectual property right infringement) by reason of a breach by you, or any of your Designated Users, of any of your obligations as set out in these Terms and Conditions.

## 17. LIABILITY AND EXCLUSIONS

- a. Except as expressly provided in these Terms and Conditions and to the extent permitted by law, we exclude all liability whether in contract, tort (including liability for negligence) or otherwise for the accuracy, suitability, quality or completeness of any online content and the value and integrity of goods and services offered by third parties.
- b. We shall not be liable for any indirect or consequential damages whatsoever including, without limitation, damages or losses relating to business profits, lost savings, business interruption, loss of information or data, missed opportunities, wasted expenditure or other financial loss arising out of the use of the Services, Software or Accompanying Material, and interruption of service, even if we or the other party or person has been advised of the possibility of such damages. This does not affect your right to a refund of your monthly fixed (or other periodic) line rental charge in the circumstances described in clause 12(b) above.
- c. We will be liable to you if our negligence causes death or personal injury. We also accept responsibility for loss or damage to your physical property arising from our negligence subject to a maximum of £10,000 in any calendar year.
- d. The internet is separate from the Services and use of the internet is at your own risk and subject to any applicable laws or further terms and conditions. We have no responsibility for any goods, services, information, software or any materials you obtain using the internet.
- e. Our Broadband service is available at various speeds. The actual speed you will experience is dependent on the equipment in your local BT exchange, the distance of your home from the exchange, contention on the networks we use or at the websites you are visiting, interference to your WiFi caused by other internet users locally, and a variety of other factors which are outside our control.
- f. There may be occasions when we are unable to provide the Service(s), or the downstream and upstream bandwidth available to you may be reduced, because of something outside of our reasonable control. We will not be liable to you if that is the case, and if you choose to use an alternative Broadband or mobile data provider then we will not be responsible for that provider's charges.
- g. In the event that a line which we have made available to you for any Service(s), whether through transfer, migration or new line installation, has an alarm or any other monitoring system attached,

we will not be responsible if that monitoring system should fail due to some technical fault, failure in the line or otherwise.

- h. We do not accept responsibility for any loss or damage to your software, hardware or data howsoever caused. We strongly advise that you subscribe to your own internet protection services to secure you against the most common risks associated with using the internet and also unauthorised access to your PC/MAC, mobile or tablet devices and/or cyber-attack.

## 18. CHANGES TO YOUR AGREEMENT

- a. Any requested alteration or change to our standard Terms and Conditions must be made by you in writing and will not be binding on us unless specifically accepted and evidenced by the signature of a director 1pBroadband.
- b. You may request additional Services to be provided by us online at any time. Any Services provided by us pursuant to such a request will be subject to our standard Terms and Conditions. We reserve the right to make changes to these Terms and Conditions from time to time and/or to introduce new Terms and Conditions from time to time, if there are changes to the law or amendments to the terms and conditions upon which we are able to obtain services from our suppliers or in the event we believe it is necessary for us to do so. We will notify you of any such changes, and if such change(s) are to your significant disadvantage, we will remind you of any termination rights you may have.
- c. We will always send important notices to you relating to our Services in writing, which may be printed on your monthly Bill, or sent to you by email where we have a valid email address, or by SMS if you have given us a mobile contact number. You shall be deemed to have accepted any changes to these Terms and Conditions or to any of our charges that have been properly notified to you in accordance with this clause, unless you notify us within 14 days of being so notified that you wish to terminate the Service(s).
- d. You may send notices to us by post, by telephone or by email. Notices sent by post by either party shall be deemed to have arrived at their destination 48 hours after posting.

## 19. MOVING HOME

- a. We provide our Services in good faith based on the information you have given us (including the supply address). You are responsible for notifying us promptly if you move home, and we recommend letting us know at least 21 days prior to your moving date; this will enable us to arrange a working Fibre Broadband Service at your new address. In the event that you move home without informing us and providing a forwarding address at which we can contact you, you will remain liable for all charges associated with any Services being provided to your previous address until we have been properly notified that you are no longer living there so that we can disconnect the Services. We also reserve the right to end any Service we have been providing to you, without notice, in such circumstances and we will not be liable for any resulting loss, damage or inconvenience. You will be liable for any associated charges if Services are ended under this clause.

## 20. COPYRIGHT

- a. The content available on the internet is protected as a collective work under applicable copyright law.
  - i. Except as expressly authorised online or in these Terms and Conditions, the copying, redistribution, or publication by you or any of your Designated Users of any such content is prohibited.
  - ii. Information, software or other content placed by you or any of your Designated Users in any public areas of the internet using the Broadband service grants us the right to copy and otherwise use in connection with the Broadband service, such information, software or other content. Subject to this grant, any rights you may have in such information, software or other content are retained by you.

- iii. Copyrighted material must not be placed on the internet without the permission of the owner(s) or person(s) they specifically authorise. Only the owner(s) or such authorised person(s) may upload copyrighted material to the internet using the Broadband service.
- iv. Except as expressly provided by copyright law, copying, redistribution, or publication must be with our express permission or the relevant copyright owner, if other than ourselves. Permission must be specified online or obtained directly from us or the relevant copyright owner, if other than ourselves.
- v. Unless otherwise provided, any authorised copying, redistribution, or publication of copyrighted material must be for your own private and personal use and not for any commercial purposes and any changes to or deletion of author attribution or copyright notices are prohibited.

## 21. MISCELLANEOUS

- a. This document, including any other terms and conditions referred to herein, together with the information published on our website, is intended to contain all the terms of the Agreement between you and us. If there is any difference between the various documents we have provided to you, then the latest Terms and Conditions on our website and the prices published on our website shall prevail.
- b. The main account holder who is named in the application must be over 18 years of age; this person is the customer and is legally responsible for all aspects of the Agreement, including payment of all liabilities and costs incurred. You warrant that you (the named main account holder) is authorised to charge the cost of using the Services to any debit/credit card(s) whose details are provided to us by you from time to time.
- c. The internet is used at the sole risk of the user and as a result we shall not be your requirements.
- d. We may at our sole discretion change the carrier(s) being used to route your call traffic at any time and without notice.
- e. Any phone numbers issued by us do not belong to you. We may change any of these at any time.
- f. There is a special helpline [insert number] for technical support for the Service(s). Please note that we can only provide technical support relating to our Broadband services (including any line faults which affect your landline phone service). We cannot assist with any problems you may experience with any hardware used or software installed on your PC, unless provided by us.
- g. By supplying details of an additional account holder to us, either as part of the initial application or at a later date, you have authorised us to disclose any information we hold relating to your Services to the additional named account holder, and for us to accept any instructions they may give us relating to the management of your account, until such time as you notify us in writing that you would like them to be removed as an additional named account holder. We may also take instructions from someone who we have reasonable grounds for believing is acting with your permission, and in such circumstances, we will not be liable for any resulting loss, damage or inconvenience.
- h. Unless you tell us otherwise, we may disclose your name, address and mobile phone number to third parties in order for them to operate a directory service.
- i. Unless you have specifically asked us not to do so, we may register your Landline Phone number(s) with the Telephone Preference Service (TPS) to protect you from unwanted sales calls.
- j. When you use the Service(s), the identity of your telephone number may be sent through the networks so as to be identified to the phone being called. It may be used by us to identify you when calling our Customer Service number, or to divert calls to us for administration and for the investigation of fraud. You may be charged for any diversion.
- k. Where a Service, tariff or price plan is no longer available to new customers, the specific terms associated with it may no longer be included in our current range of marketing materials (including these Terms and Conditions). Unless you have been notified by us of any changes, the

Terms and Conditions and tariff(s) which applied at the time the you entered into this Agreement (but subject to any subsequent amendments notified to you) shall continue in full force and effect.

- l. If you telephone us, or if we telephone you, your call may be recorded or monitored.
- m. We operate a Code of Practice in accordance with Ofcom requirements covering the provision of fixed line telephony services to domestic customers; details are available at [www.1pBroadband.com](http://www.1pBroadband.com).
- n. Except as expressly provided a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third-Party Act) 1999 to enforce any term of this Agreement.
- o. We may assign or transfer any of our rights under this Agreement, so far as we are permitted by any relevant statutory or regulatory provision, to any other person or company. We may transfer any of our responsibilities to any other licensed supplier. We will inform you as soon as we reasonably can if we transfer any of our rights or responsibilities. We may also subcontract anything we have agreed to do under this Agreement, but we will remain responsible for our subcontractors. You may not assign or transfer your rights or liabilities to anyone else unless we have agreed in writing beforehand.
- p. Failure by either of us to enforce our rights under these Agreements shall not prevent the other from taking further action. If either party waives a breach of these Agreements that waiver is limited to that particular breach. If any part, term or provision of these Agreements is held to be illegal or unenforceable, the validity or enforceability of any remaining terms will not be affected.
- q. The headings in this Agreement are inserted for reference only and shall not affect the interpretation of these Terms and Conditions. Where applicable throughout the literature we publish, the terms 'we' and 'our' include references to other companies, their networks and equipment which we use in order to make our Services available to you.
- r. These Agreements are governed by the laws of England where your home address is located in England, Wales or Northern Ireland, and by Scottish law where your address is located in Scotland.
- s. If you are a consumer, the terms of this Agreement will not affect any rights which you may have under any Act of Parliament and which cannot be excluded by agreement. If you have any doubts about your statutory rights, please contact your local Trading Standards department or Citizens Advice Bureau.

## 22. COMPLAINTS

- a. Please see our website at [www.1pBroadband.com](http://www.1pBroadband.com) for our full complaint handling procedures, including our Customer Complaints Code.
- b. If you are not satisfied with any part of your service, please call our Customer Service Team on 03330 165 185 or email [penny@1pBroadband.com](mailto:penny@1pBroadband.com), who will assess your complaint and do all we reasonably can to resolve this situation to your satisfaction. If you are still not happy please ask to speak to a manager or write to our Customer Service Manager.
- c. If you are still not satisfied, you should write to our Chief Executive's Office at 1pBroadband, Equinox House, 6 Oriel Court, Alton, Hampshire, GU34 2YT.

01 January 2020