

## CONDITIONS FOR PACKAGED SERVICES - BUSINESS

### 1 What services we will provide

- The services you receive as part of your package will be as described in the Price Manual.
- We will do our best to give you the services with the quality you could reasonably expect from a competent communications company.
- We will give you an expected installation date when you agree to take service from us. We will do our best to install your service by this date. Further information on the compensation we will pay if we miss the installation date we give you is set out in the Service Standards Summary.
- You must comply with these conditions and any service restrictions or other conditions that are set out in the Price Manual.

### 2 When your agreement starts

Once we have received your order, we will carry out (and you agree that we may carry out) our standard checks on you, including credit checks whether internally or through third parties in accordance with the following bullet point. We will then send you a letter confirming the details of your agreement. Your agreement will start when we send this letter to you and you have paid any deposit or advance payment that we have asked for.

You agree that we shall be entitled to carry out credit checks on you and that we may use information that we hold about you from our own records and/or we may request information from a credit reference agency. We accept no liability for the accuracy or otherwise of information provided to us from credit reference agencies. If at any time before or during the term of your agreement with us you fail to meet the standard of creditworthiness deemed acceptable by us, we shall be entitled to:

- refuse your application for service or, if this agreement has already commenced, terminate this agreement, in whole or in part immediately on written notice to you;
- require you to make a deposit as security against future payments or such regular instalment payments in advance on account of any future charges as we shall deem appropriate;
- impose credit limits on you in respect of charges and to suspend the service at any time when such limits are reached until payment in full of such outstanding charges has been made; and/or
- impose such other measures on your right to use any of the services as we shall deem appropriate.

We may also refuse your application for service if:

- we cannot provide you with the services you have asked for;
- we ask you for a deposit or advance payment and you do not pay it;

These are the conditions of an agreement for us to provide you your package of fixed line telephony, broadband and other services.

Words with special meanings (like “services”) are defined at the end. If there is anything that you are not sure about, we will be happy to explain. Please phone the Business Care Team or write to us. Our contact details are at the end of these conditions.

- you have an unpaid balance on your account in respect of any other agreement for services you have entered into with us;

- you are declared bankrupt, insolvent or have an administrative receiver or similar person appointed to deal with your affairs; or
- you are not the legal owner or tenant of the property. In such circumstances, you will need to inform us of your relationship with the owner of the property. We will then determine whether we are able to provide services to you.
- If you already take an unpackaged telephone or broadband service from us, we will do our best to allow you to continue to use the same telephone number and domain name with your packaged service.

### 3. Our broadband service guarantee

If you take one of our broadband services, you will have the right to cancel your agreement at any time if we are not able to provide you with a line speed within the range we quote for the service you have taken.

The line speeds we quote for our broadband services are estimates only. The actual line speed the service gives you will vary depending on a number of factors, as described in Section 8. Once your broadband service has settled down (usually within 10 working days after it has been installed), if you are always getting speeds that are lower than the range that we quote for the service you should contact Customer Services. We will try to resolve any problems affecting your service and improve the line speed you are receiving. You must follow any reasonable advice we give to improve the service. In particular you must make sure you use any router we provide with service you are taking.

If we are not able to improve your line speed so that it achieves the minimum line speed we quote for your service, you can cancel your agreement. You can do this by contacting us in one of the ways described in Section 25. You will be able to cancel your agreement in this way at any time after your broadband service has been installed.

If you exercise this right to cancel your agreement, you will not have to pay any early termination charges. However, you will have to pay our charges for the service you have taken up to the termination date.

The range of line speeds you can expect to receive for all of our broadband services are as quoted on our website. The range of speed you can expect to receive for the broadband service you are taking will also be confirmed to you when take the service.

### 4. How long your agreement lasts and how it can end

Your agreement with us will last for at least the minimum period specified in the Price Manual.

#### During the minimum period

- If you break any of the conditions of your agreement and carry on breaking the conditions after we have asked you not to we may end your agreement immediately.
- You may end your agreement if we do not provide the services for more than four weeks.

If you end your agreement during the minimum period, you will have to pay the early termination charges described in the Price Manual.

You will not have to pay any early termination charges if you have ended your agreement because we have made a significant increase to our charges or we have not provided the services for more than four weeks.

#### Changing your package

If you change to a different packaged service you may have to start a new minimum period for the packaged service you are changing to, as described in the Price Manual

#### After the minimum period

Your agreement will carry on automatically until either you or we send a letter to the other to say it will end. Your agreement will end one month after the date of the letter unless the letter gives a later date. If you break any of the conditions of your agreement, we may end it immediately.

## General

If you break any of the conditions of your agreement we may suspend all or part of the services, instead of terminating the agreement. If we do suspend any services we provide to you, we will not provide them again until you do everything that you agreed to do in your agreement with us or we are certain that you will not repeat any similar breach of the conditions in the future.

## What happens if you move out of your property?

If you move out of your property and want to end your agreement, you must write and tell us:

- that you are moving;
- the date you are moving; and
- an address where we can contact you.

If you do not tell us or we think that you no longer live in or own your property, we will do what we can to find you. If we cannot find you, we may transfer your agreement to someone else who we think is living in or owns your property. We will decide which date to transfer your agreement and we will not have to ask you before we transfer it. If you have paid a deposit or any advance payment including any rental that you have paid up front we may give it to the person we think is living in or owns your property.

## 5. Equipment

If we provide equipment to you as part of your package, you will be responsible for looking after the equipment from the time it is delivered to your property. You will be responsible for arranging insurance cover for the equipment if you think this is necessary.

If we provide equipment to you as part of your package the equipment shall remain our property until the expiry of the minimum period. If you have paid all of the charges, you will take ownership of the equipment we have provided on the expiry of the minimum period. If the service is cancelled during the minimum period you will need to return the equipment to us. If you fail to return the equipment within 5 working days from the date your service terminates, you shall incur an additional charge equivalent to the retail price of the equipment.

When you take ownership of any equipment, we will assign the benefit of any product warranties given by the manufacturer or supplier of the equipment to you.

## 6. Fibre Services

### Installation

If we agree to provide you with a fibre service, we will install this as an additional service at your property. The following additional terms will apply to your fibre service;

- We will make an appointment with you for the installation of your fibre service
- If you are taking a fibre to the premise service, a visit to your property by one of our engineers will be required. You will therefore need to be at your property at the time this visit is booked in or arrange for someone else to be at your property who has authority to give instructions to our engineer.
- If you are taking a fibre to the kerb or VDSL service, a visit to your property by one of our engineers will not be required. We will let you know when your fibre service is due to be installed - but you will not need to be at your property for this.
- If you are taking a fibre to the premise service, we will install a new fibre connection to your property. This will require the installation of an additional termination point for the fibre connection inside your property. This additional termination point must be located within 6 meters of the entry point into your property. As long as this limit is not exceeded, you will be able to choose where the termination point is located in your property.

- If you are taking a fibre to the kerb or VDSL service, we will lay a new fibre connection as close to your property as is practical. The existing copper cable will then complete the connection. The service will therefore terminate at your existing telephone point.
- Any new fibre connection or termination point we install at your property will form part of our network on the same terms as apply to any existing network connection and telephone socket at your property.
- If you are connected to our network via an overhead feed, the entry point for your new fibre connection will be located approximately 1 meter from the ground directly below where the existing service first makes contact with your property.
- If you are connected to our network via an underground feed, the entry point for your network connection will not change and will continue to be located directly above the duct entry.
- Your existing termination point will not be moved unless there is a safe access problem.
- You will need to make a 13 amp mains power socket available within one meter of for any new termination point we install. This will be in addition to any 13 amp mains power socket that is required for the router you use with your service.

## Change from fibre service

If you decide to change from a fibre service to one that is not provided over fibre, you must still allow us to keep the fibre connection and any additional termination point we have installed on your property as this will be part of our network.

If a fibre connection has already been installed at your property but you decide to take a service that we normally provide over a non-fibre connection, we may decide to provide that service over your fibre connection.

## 7. Telephony service

### Business use

- Your packaged services are intended for business use. The telephone exchange line we provide as part of your package will be identified as a business exchange line on our systems.

### Restrictions on what you can do

- You must not use your exchange line or the services:
  - to make calls that are offensive, abusive or obscene;
  - to make calls that infringe the rights of any third party;
  - make calls that cause annoyance, inconvenience or needless anxiety;
  - to make hoax calls to any emergency service;
  - to send any SMS messages that contain unsolicited advertising or promotional material (which is sometimes referred to as “Spam”); or
  - to make calls in connection with a criminal offence or any other activity that is unlawful.
- Further you must not allow any third party to use the services on a permanent or regular basis. In particular, you must not resell any of the services or any of the calls made using the services.
- If your package includes the supply of inclusive local or national calls, you must;
  - not ask for or take any payment for letting someone else make local or national calls over your exchange line; and
  - ensure that you comply with our Fair Usage Policy.

- If we consider that you are not complying with this restriction, we reserve the right to (i) charge you for any local or national calls; (ii) withdraw your inclusive local or national calls or (iii) terminate your packaged service.
- You must use your exchange line and the services in accordance with any safety instructions that we may give you.
- You will be responsible for ensuring that anyone that you allow to use your exchange line or the services complies with the restriction set out in this Section 6.

## Caller line identity

- Every call from your exchange line will automatically send your number across our network and to other telecommunications networks. This is the main way we trace malicious calls. Your number may also be displayed at the number you have called if they have suitable equipment and/or they receive caller display services from us or another communications provider. In some circumstances this may happen even if you are Ex-Directory. You can always prevent your number being displayed on all your calls by following the procedure set out in the "KCOM Choices" section of the telephone directory.

## Caller display

- Our caller display service displays the number of the person calling you, unless the caller has requested us to withhold their number on all outbound calls or if the caller has programmed the telephone to withhold their number on that particular call.
- In order to use our caller display service, you will need a compatible phone for use on your exchange line.
- You may receive our caller display service as part of your package. Otherwise, if you request us to supply our caller display service to you, you will be charged at the rates set out in the Price Manual.
- If you have a visual impairment, you may be eligible to receive our caller display service without charge. Please contact the Business Care Team for further information.

## Phone numbers and directories

- We will tell you the phone numbers for your exchange lines. These numbers do not belong to you, so you must not try to transfer them to anyone else. However, in some cases you can keep your number if you change to another communications supplier.
- If you move to another property within our network area, you will normally be able to take your phone number with you. You must pay the charge for this set out in the Price Manual. If you want us to transfer your phone number to a new property, you must ask us to do this at least two weeks before the date you move.
- We will normally include your name, address and phone number in our "Hull White Pages" directory. However, you can ask to go Ex-Directory so that your name, address and phone number do not appear in our directory. For further information about going Ex-Directory, please contact the Business Care Team.
- We may agree to a special entry (such as bold type) for an extra charge. We normally update our directory once a year. Further, we may agree to supply additional entries in our directories or supply entries in any other publisher's directory, for an extra charge. You agree to pay such extra charge on demand.
- If you have asked to be Ex-Directory:
  - your name, address and number will not appear in our directory;
  - we will still make your name and address available to other information providers, as detailed further below, so they can tell their customers you are Ex-Directory;
  - we will not connect enquirers who do not have your phone number; and

- we will not give your phone number to people who ask for it, except for the police and other organisations who have a legal right to it.
- We keep our directory information in a database on our computer system. We provide our directory information to BT Directory Solutions, the collator of such information from all telecommunications network providers. BT Directory Solutions make the information available to providers of directories, information providers and directory enquiry services in accordance with relevant Codes of Practice. We shall not have any responsibility for (i) any failure of BT Directory Solutions to store, update and/or make our directory information available to third party service providers (unless caused as a result of our failure to supply such information); or (ii) other providers of directories, information providers or directory enquiry services to make your directory information available to the public.
- You should inform us as soon as you become aware of any error in your name, address or telephone number information so that we can correct the information on our database.

## 8. Broadband services

### Provision of the broadband service

- Where your DNS records are transferred to us, we shall not be responsible for any loss caused by:
  - your inability to receive or send e-mails during the transfer period;
  - any act or omission of the originating ISP from which your e-mail or DNS address is being transferred; or
  - your failure to give consent to the originating ISP for it to carry out the transfer.
- If we discover that we are not able to provide the broadband service for any reason (including the fact that the exchange line over which the broadband service is being provided is unsuitable for use with the broadband service) and we cannot resolve the issue within 3 weeks, we may decide to terminate the provision of the broadband service.
- Where, we consider it necessary to provide the broadband service by non-standard or exceptionally expensive methods or at a substantially greater cost than usually incurred, we may decide to make further charges in addition to the standard connection charge. If we decide to do this, we will inform you and you may decide to terminate the broadband service.
- You acknowledge that:
  - some technical limitations within our network may not become apparent until after the broadband service has been installed and working for some time. In such instances, we may decide to terminate the broadband service. If this happens, we will notify you of any alternative services we can provide to you, if any; and
  - following activation of the broadband service you may suffer a temporary loss of your telephone service. This will be reinstated following installation as soon as reasonably possible.
- You acknowledge that, we may implement an additional element to the broadband service, which will:
  - scan all incoming and outgoing e-mails for viruses. If we detect a virus, we will not deliver the infected e-mail and/or
  - scan all incoming e-mails to see if they are unsolicited advertising or promotional material ("Spam"). If we detect a Spam e-mail, we will deliver it to a separate folder, which you may access using your password. Spam e-mails will be deleted from this folder after 30 days. If you choose to have Spam e-mails delivered straight into your inbox,

we will identify them as being Spam.

- If You use the Service to send or receive emails, we reserve the right to delete any unread emails two months after receipt.

## Usage allowance for the broadband service

- If the broadband service you receive as part of your package is subject to a monthly usage allowance, you shall be responsible for monitoring your usage. You will have to pay any charges for any usage over and above the monthly usage allowance for the service as detailed in the Price Manual.
- We will send regular warnings to you by email to the email address we provide to you as part of the service (in the form [username@username.karoo.co.uk](mailto:username@username.karoo.co.uk)). We will send email warnings to you when you reach and/or exceed a set proportion of your monthly usage allowance. You must ensure that you access your email account regularly in order to receive such notices. If you register for KCOMOnline, you will also be able to check your broadband usage online (as described in Section 8).

## Rate adaptation and stabilisation

- You acknowledge and agree that the speed and the stability of the service is determined by:
  - the characteristics of your exchange line, which includes its physical length, quality and susceptibility to interference from other exchange lines;
  - the specific IP application protocol used;
  - electrical, electromagnetic or radio frequency interference;
  - rate adaptation and the line rate of your equipment;
  - the capacity available within our network or the internet generally; and/or
  - the management of our network traffic and the priority that may be applied to the service that you receive as part of your package.
- If you ask us to visit your site to assist with the installation of the services you may incur an additional charge.
- You acknowledge that your line rate will be subject to rate adaptation. Rate adaptation can occur several times each day and may change the line rate available to you. Such changes in the line rate may re-set your connection to our network or the DSLAM.
- The broadband service may provide upstream (and downstream) rate adaptation. If so, there shall be a maximum and minimum line rate available for the broadband service. Information regarding the maximum and minimum line rate available for the broadband service can be obtained from us, if required.

## Web space

- The web space made available as part of your broadband service will be as specified in the Price Manual.
- Details or logs of who visits any site you create using your web space will not be made available to you.
- Retaining copies of any content or data stored on any web site you create using your web space is your responsibility. We will not keep back up copies of your web site. We accept no responsibility for loss of any such data or content which results from your use of the broadband services.
- The passwords that you use with your web space are your responsibility and should not be disclosed to any third party.
- You must only reference the pages on your web space using the domain name allocated

to you. You must not reference Your web space by a dotted IP address (e.g. 194.152.67.11).

## Domain name registration

- If you choose to take a domain name from us, you must tell us the domain name that you would like to use with the broadband service and we will use our reasonable endeavours to allocate it to you or, if it is unavailable, such other domain name as is reasonably acceptable to you and available for use.
- A Domain Name in the form [www.domain.co.uk](http://www.domain.co.uk) with an associated email address in the form of [user@domain.co.uk](mailto:user@domain.co.uk) will be allocated to you for use with the broadband services. If you want to use a domain name with a different suffix, we will use our reasonable endeavours to arrange the registration and/or transfer of the relevant domain name so that you can use it with the service. We will make additional charges calculated at our standard rates for providing this service. We will use our reasonable endeavours to make any changes to the domain names you use with the broadband service, at your request. You must pay any additional charges specified in the Price Manual for providing this service. We do not accept any responsibility for any changes that you make to your domain name without our agreement.
- We will automatically renew the registration of any domain names you use with the broadband service, unless you give us at least one month's written notice prior to the relevant renewal date. We will make additional charges calculated at our standard rates for every renewal that we carry out.
- On the termination this agreement, we will continue to renew the registration of the domain names you used with your broadband service in until such time as you tell us not to by giving us at least one month's written notice. You must continue to pay charges calculated at our standard rates for every renewal that we carry out.
- We will route any IP addresses that were previously assigned to you only if those addresses were assigned to you directly and not through any other ISP. We will not be responsible if any other ISP's refuse to accept these addresses. We shall assign new or additional TCP/IP addresses as requested by you upon being provided with satisfactory documentation justifying the need for those addresses. The documentation must be in accordance with the policies set forth by RIPE. In certain circumstances, it may be necessary for TCP/IP addresses to be approved by RIPE, and in such cases those addresses are only assigned for the duration of the broadband service and become invalid at such time as we no longer provides a broadband service to you. We shall not be responsible for any decision made by RIPE. When we assign addresses to you, a temporary extension (usually thirty (30) days after the end of the broadband service) may be granted. Following termination or any further period (if any), those TCP/IP addresses may be reassigned by us to other customers. If you wish to apply for addresses that will subsist beyond the duration of the broadband service, you must do so directly to RIPE. Any decision by RIPE or by another ISP relating to TCP/IP addresses is the responsibility of RIPE or of that other ISP and we accept no responsibility for such decision.
- We will not be responsible for any loss of ownership of any domain name where you have instructed us not to renew the registration and we will not be liable for any losses you incur as a result of this.
- On your request, we will arrange for the transfer of any domain names you use with the broadband service to an alternative service provider. You must pay additional charges calculated at our standard rates for every transfer that we carry out. We will not be responsible for any failure to re-register or renew the registration of any domain names that occur after they have been transferred from us.

## 9. Mobile services

### Supply of mobile equipment

- Any SIM card supplied by us will only allow you to make calls over our mobile network



unless roaming has been added to the mobile service.

- SIM cards provided by us do not belong to you but you must take care of them and do everything reasonable to prevent their theft, loss or unauthorised use. We may recall a SIM card from you at any time to improve or maintain the quality of mobile service. On termination of the service you must return the SIM card(s) immediately if we ask you to do this.
- If a SIM card or any mobile equipment is lost, stolen, damaged, destroyed or is likely to be used in an unauthorised way, you must inform us or O<sub>2</sub>, our network provider, if out of office hours. You will be responsible for all charges incurred in the period before such notification and we will be able to charge you for the cost of a replacement SIM card. If your mobile equipment is lost or stolen, you must pay for the replacement.

## **Provision of the mobile service**

- We will try to provide the mobile service to you at all times, however, you acknowledge that:
  - the mobile service is not available in parts of the United Kingdom outside the range of the mobile network;
  - quality or availability of the mobile service may be affected by matters outside our control including physical obstructions, atmospheric conditions, radio interference and faults on other networks;
  - roaming may not be available in certain areas or certain countries;
  - the mobile network may sometimes need maintenance or upgrading and this could mean that the mobile service will be unavailable from time to time;
  - we may limit the number and length of any voicemail messages that you may leave;
  - we may need to temporarily suspend provision of the mobile service for operational reasons, in an emergency or for your security;
  - we may have to alter the number of a mobile equipment, or any other name, code or number associated with the mobile service; and
- You acknowledge that we may be dependent upon third parties in providing the mobile service (including, without limitation, O<sub>2</sub>). We are not responsible for any failure caused by a failure in those third party services.
- You may submit a request to us to transfer the telephone number(s) for mobile equipment to another network. We will arrange this upon payment of our standard charge for this service. We cannot guarantee that any mobile equipment will be able to be used with another network operator.
- We cannot guarantee that we can provide mobile services to numbers that have been transferred from another network operator or where there are national code or number changes. We will not be responsible for any loss you incur due to your inability to receive calls on such numbers.
- You acknowledge that we may need to contact O<sub>2</sub>'s technical support desk or the manufacturer or supplier of any of the mobile equipment with the details of you and any queries or issues you may have. This may delay the resolution of any problem you have with the mobile service.
- If you wish to port or migrate a number then you must request the porting authorisation code (PAC) from your current mobile service provider. We can only port or migrate a number once we have received a valid PAC.

## **Use of the mobile service**

- You will use the mobile equipment and the mobile service in accordance with our instructions.
- You will not use the mobile service in connection with any message or communication which is offensive, abusive, indecent, obscene or menacing or which is intended to, cause

annoyance, inconvenience or worry or which is illegal, fraudulent, defamatory, an act of treason or intended to be a hoax call to any emergency service or which (in our reasonable opinion) brings our name into disrepute or in any way which intentionally causes damage or disruption to the mobile service or the mobile network.

- You must not disclose to any third party any personal codes, numbers, names or passwords issued by us to enable you to access the mobile service.
- Both parties agree to co-operate fully with the Police and any other relevant authorities (including, but not limited to, HM Revenue and Customs, the Trading Standards Service and/or OFCOM and any successor from time to time) in connection with any misuse or suspected misuse of the mobile service and you consent to us co-operating with any other communications operators in connection with any fraudulent activity related to or connected with the mobile service and agree we will be entitled to divulge the name and address of you to any such body and account information relating to the customer to such third parties.
- You must inform us in writing prior to using any SIM card(s) supplied by us with a GSM gateway device, so that we may register such usage with O<sub>2</sub>. If you fail to comply with this clause this will be a material breach and will entitle us to terminate your packaged service. O<sub>2</sub> may object to your use of a GSM gateway device and you agree to cease such use in this event. Any unregistered GSM gateway devices may result in the mobile service being disconnected without prior notice.

## 10. Mobile data services

Any mobile data service you receive as part of your package will be subject to a monthly usage allowance, as detailed in the Price Manual. You will have to pay additional charges for any usage over and above the monthly usage allowance at the rates detailed in the Price Manual.

You will be responsible for monitoring your mobile data usage. If you register for KCOMOnline, you will be able to check your mobile data usage online (as described in Section 9).

## 11. Direct marketing calls and faxes

If you are someone who is carrying on a business as either a sole trader (that is someone who works for themselves) or as a partnership with others you have the right to have your name placed on a national register of people who do not want to receive direct marketing calls and faxes. These are calls and faxes made by people trying to sell you things.

If you are acting on behalf of a limited company or some other type of corporation (such as a local authority body), you have the right to have your company's name placed on a separate register of companies and corporations that do not want to receive direct marketing faxes. There is no national register for companies and corporations that do not want to receive direct marketing calls. More information about these national registers is in the current Directory. If you would like us to arrange for your name to be placed on any of these national registers please call the Telephone Preference Service on 0845 070 0707 or look at their website at [www.tpsonline.org.uk](http://www.tpsonline.org.uk).

## 12. Information we hold about you

We want to market the telecommunications services we offer to you as well as we can. In particular, we want to keep you better informed about things that may be of interest to you, such as any discounts that are available. To do this effectively, we process information about the way that you use our services. This includes information relating to the size and make up of your bills, the numbers you call, and the times at which you make calls. We would like to continue to give you all the benefits that this processing provides. However, if you would like us to stop using the information we hold about you in the ways we have described in this paragraph, and have not previously told us about this, please write to the Business Care Team, KCOM, 37 Carr Lane, Hull HU1 3RE. If you do not write to us and have not previously registered an objection, we will assume that you are happy for us to continue with all of these activities.

Generally, and notwithstanding anything to the contrary, you acknowledge and agree that we may use your information (which may include your or your suppliers', customers', affiliates' or contractors' personal data and/or personal data relating to your or your suppliers', customers', affiliates' or contractors' employees or staff) ("**Customer Information**") for the purpose of supplying the services to you, administering this agreement including handling orders, billing, processing payments, payment collection and communicating with you regarding the services and you further acknowledge and agree that we may pass this Customer Information on to third parties (including, without limitation, transferring and processing Customer Information outside of the United Kingdom or the European Economic Area) or other members of our group of companies: (a) to undertake these functions on our behalf; or (b) if required by law. You will ensure that all necessary consents are obtained for the use of Customer Information in accordance with this clause.

## 13. Charges

### Our systems

- Our call recording and billing systems have to meet standards of accuracy that are set by independent organisations. So, unless we can see an obvious mistake we will assume that your bill is accurate.

### Changing your package

- If you change to a different packaged service you may have to pay an additional charge, as described in the Price Manual.

### Receiving a bill

- You can either receive a paper bill or you can register to view your bills online at [www.Heybusiness.kcom.com](http://www.Heybusiness.kcom.com) ("KCOMOnline"). Additional terms and conditions shall apply in respect of your use of KCOMOnline, as detailed on KCOMOnline.
- If you are registered to use KCOMOnline, we will send an email notifying you that your bill is available to view through KCOMOnline. We will send the email notification to the email address you have provided during your registration to use KCOMOnline. You must provide us with a valid email address for this purpose and notify us of any change to your email address through KCOMOnline or by contacting the Business Care Team. Any email notification that we send to you, to the email address provided by you during your registration to use KCOMOnline, will be deemed to have been received by you.
- If you choose to register for KCOMOnline, information about the current level of your usage against the limits for the broadband and mobile data services included in your package will be available to view online.
- We reserve the right to send a paper bill to you for any reason, as we may deem appropriate. This may include such circumstances as our receipt of non-delivery of the email notifying you that your bill is available to view through KCOMOnline.

### What you must pay us

- You must pay our charges for the services as detailed in our Price Manual. Our Price Manual is published on our websites. You can also see a copy of our Price Manual by calling in at our offices on Carr Lane, Hull during our normal working hours.
- Where there is a conflict between the Price Manual and any other information on charges we give you, the Price Manual shall take precedence.
- For some services or packages, the charges will increase after the minimum period for your agreement expires. Further details of these increases are set out in the Price Manual. If an increase in charges applies in these circumstances, you will be able to avoid the increase by agreeing to renew your agreement prior to the expiry of the minimum period.
- Where any special offers or discounts apply to the services you have taken, the charges you pay will be varied to take account of this.

- You must pay for any calls or internet usage made using the services whether you have used the service or someone else has.

## VAT

- Unless our Price Manual says different our charges do not include VAT. We will add VAT to your bill.

## When you must pay our charges

- You must pay any deposits and advance payments when we ask for them. You should pay any other charges (including rental, call charges and any late payment fee) as soon as you receive your paper bill or as soon as you receive notice that your bill is available to view through KCOMOnline. We will normally send your bills to the address you have asked us to send them to. We may agree to give you more time to pay, but this won't affect any of our rights under your agreement.
- If we find any mistakes in the bills that we send you, we will be entitled to send you amended bills for the calls you have made at any time up to 120 days following on from the date on which the calls were made.
- If you think there is a mistake in any of the bills that we send to you, you should contact the Business Care Team. However, you will still have to pay all of the charges that are correctly stated in the normal way.

## Changes to our charges

- We can change the charges in our Price Manual at any time. Such changes may be necessary to take into account any changes we make to the services we provide to you, any changes to the costs we incur in providing the services, any changes to the way in which we operate our business, any changes to the agreements we have with third parties that enable us to supply our services, or any changes to any relevant laws, regulations or codes of practice.
- We will announce any changes to our charges through one or more of the following means:
  - we will publish details as soon as possible on our websites;
  - we may include details of such changes on your bill;
  - we may send notice to you by email, if you have registered an email address with us; or
  - we may send notice to you by post.

You will also be able to get details of any changes to our charges by calling Customer Services.

If the changes we make to our charges are significant, we will always send you notice by either email or post at least 30 days before the changes take place.

If the changes we make to our charges are significant, you will be able to cancel your agreement. You can cancel your agreement by contacting us in one of the ways described in Section 25. You will only be able to cancel your agreement in this way during the 30 day period after we announce the relevant change.

If;

- we increase the amount of the fixed monthly charges you pay for your service; or
- we fail to pass on any reduction in VAT (or any other direct and/or mandatory taxation); or
- we reduce the services we provide to you without making a proportionate reduction in the charges,

then we will always treat this as a significant increase in your charges.

If you exercise this right to cancel your agreement, you will not have to pay any early termination charges. However, you will have to pay our charges for the service you have taken up to the termination date.

## Connection and take-over charges

- If there is not already one of our exchange lines at your property, you must pay the connection charge in our Price Manual.
- If you are moving into a property where we used to provide services to another customer, you won't have to pay a connection charge. You must still pay the take-over charge in our Price Manual.

## Special conditions

- If the services we provide or the ways we provide them are not standard, there may be special conditions and charges. For example, if connecting you to our network needs more than 100 hours of work, you must pay an extra charge. We will send you a letter telling you of the special conditions and charges. If you do not want us to carry out the work you can cancel your application by sending a letter to us at the address given in Section 25. You need to do this within 14 days of the date of our letter.
- If you ask us to work outside our normal working hours (and we agree to do so), you may have to pay an extra charge. We will work out how much extra you owe us using the hourly rates in our Price Manual.
- If you use your exchange line to access the Internet or provide related services to users connected directly or indirectly to our network, additional charges will apply. These additional charges are set out in our Price Manual.

## Instalments

- If you have real difficulty paying us on time, we may let you pay by instalments. You may have to pay us an extra charge for this.
- If we agree to let you pay by instalments, we will tell you how much each instalment is and when you must pay it.
- We will put the money you pay us (not counting money for VAT) towards the amount you owe us.
- If you are paying by instalments and your agreement ends, you must immediately pay the full amount that you owe us.
- We may decide to stop letting you pay by instalments. We will do this if we think you can afford to pay in full or if your charges are growing at a higher rate than your instalments. We will write to let you know that you can no longer pay by instalments.
- If you don't pay any instalment on time, you will automatically lose the right to pay in this way. You must then pay the full amount you owe us immediately.
- For customers making payment via Direct Debit, we adhere to the Direct Debit Guarantee.
- We run a budget scheme that is designed to spread your bill payments over a twelve month period. If you join the scheme you must pay by direct debit that we will help you set up.
- We are members of the PayPoint scheme that allows you to pay your bill in full at any shop displaying the PayPoint sign.

## Late payment

If you are late in paying any of our charges we shall charge you a late payment fee, as detailed in the Price Manual. This will apply if you fail to pay the full amount due by the due date as detailed

in your bill.

If you dispute any of our charges (in full or in part), you must notify us immediately and no later than 14 days of the invoice date, giving full reasons for your dispute. We may contact you to discuss the matter further and shall use all reasonable endeavours to resolve the dispute expeditiously.

We will suspend any late payment fees in respect of the charges you have disputed, pursuant to this paragraph, for such time as it may take to resolve your dispute, subject to you making payment in full of all undisputed charges (including the balance of any invoice disputed in part), in accordance with this Section 13.

If we are unable to resolve your dispute in respect of the charges, you may refer the matter for resolution using our Complaints Code of Practice, as detailed in Section 20.

### **Bounced cheques**

We may charge you for the extra administration costs and bank charges we have to pay if:

- you pay us by cheque, standing order or another similar method; and
- your bank refuses to make the payment.

### **If we suspend the service or your agreement ends**

If we suspend or restrict the services because you have broken the conditions of your agreement you must still pay:

- rental charges during the period of suspension; and
- the re-connection charge in our Price Manual, if we agree to reconnect your service. We may also require you to pay all other outstanding charges (including call charges and any late payment fees) that you have incurred and not paid, before we will agree to reconnect your service.

### **If you end your agreement during the minimum period**

- You must pay us the early termination charges described in the Price Manual.
- If you have paid any charges to cover time after the services end, we will either repay you or put the amount towards any money you owe us.
- You must pay all charges for the services until the date we stop providing them.

### **Deposits and payments in advance**

- We may ask for a deposit either before or during the time that we provide the services. We will keep the deposit until the end of the minimum period. However, we may keep your deposit until you have paid us everything you owe us and/or our services end. We may put it towards any amounts you owe us.
- We may ask you for a payment in advance as well as or instead of a deposit. This payment will not be more than the total connection and rental charges for the services over the first year. We may put all or some of your advance payment towards charges which you may owe us in the future.

## **14. Your responsibilities**

### **Looking after our equipment**

We may need to install wiring and a termination point at your property. You must take care of our wiring, the termination point and any other equipment and you must pay the cost of replacing or repairing them if they are damaged or destroyed. You do not have to pay for damage to them caused by fair wear and tear.

### **Letting us into your property**

- If our engineers need to get into your property, and they can show you their KCOM identity

card, you must let them in. They will take reasonable care not to damage your property. We will not be responsible for doing any redecoration work that is necessary after we have fitted your wiring and termination point.

- If someone else needs to give their permission for our wires to cross their property, or for any of our equipment to be fitted, you must get their permission for us.
- You will be responsible for ensuring that our engineers have a reasonably clean and safe place to work in whilst they are at your property. Our staff may not be able to carry out their work at your property if they do not have a clean and safe place to work in.

## Treating our staff fairly

- We understand that customers can occasionally get frustrated if they experience problems with the services we provide. However, you must always treat our staff fairly. You must not treat our staff in a way that is disrespectful, abusive or threatening.

## Connecting and using your equipment with our network

You must make sure that the equipment you use with your exchange line is in good working order and suitable for use with our services. In particular, we recommend that you only connect equipment to our exchange line that carries either a 'CE' mark confirming that it complies with any relevant European Directives\*, or for certain equipment purchased before April 2001, an "approved" label with a green circle confirming that it was approved under previous relevant European Directives\*\*.

\*RTTE Directive (1999/5/EC).

\*\*TTE-SES Directive (98/13/EC) or TTE Directive (91/263/EEC).

We may have to carry out extra work on your equipment if:

- it is not technically suitable for connection;
- it could kill or injure our employees;
- it could damage our property; or
- it could affect the quality of services we provide to other customers.

We will charge you for this extra work. If you do not let us solve the problem, or you do not pay our charges for the extra work, we will end your agreement immediately.

You must not tamper with our wiring or termination point.

If the services you have asked for need a mains electricity supply, you must provide and pay for electricity sockets and any extra equipment. We will tell you if you need to do this.

## 15. Extension wiring

Our exchange line will end at the termination point on your property. Anything that you connect to the termination point (including telephones and extension wiring) is your responsibility unless we have agreed to be responsible for it.

At your request, we will install extension wiring and additional telephone points at your property. We will charge you for providing this service at the rates set out in our Price Manual. Alternatively, you may wish to make your own arrangements for carrying out this kind of installation work. If you do this, you must follow our extension wiring guidelines. You can obtain further advice by calling the Business Care Team.

We will maintain the extension wiring and telephone points located in your property without making any additional charge to you in the following circumstances:

- we will always maintain the termination point located on your property, as this forms part of our network.
- where we have installed any extension wiring at your property, we will maintain that extension

wiring for a period of twelve months from its date of installation.

In all other circumstances we will charge you for the time of our engineers in providing maintenance services to you for your extension wiring and telephone points at the hourly rates set out in our Price Manual. Where we are not under an obligation to maintain your extension wiring, we shall not be responsible for any problems with services that your extension wiring may cause.

## 16. Repairing faults

- It is impossible to provide completely fault-free services. We will test your exchange line regularly to make sure it is working properly.
- We will try to repair faults quickly and within any target times set out in the Service Standards Summary. If you suspect a fault, please look at your equipment first to see if it is faulty. If it is not, please tell us as soon as possible.
- Some customers (such as doctors and hospitals) may need emergency fault repair. In these cases, we will try to deal with the fault immediately.
- We are not responsible for faults on your equipment unless you rent it from us or you have a separate supply or maintenance agreement with us for it. If we come out to repair a fault at your premises and:
  - i. there isn't a fault; or
  - ii. the fault is in your equipment,you agree to pay the relevant charge detailed in our Price Manual.

If we arrange an appointment with you to repair a fault or install equipment at your premises and you are not in when we call, you agree to pay the relevant charge detailed in our Price Manual.

- If you ask us to repair a fault outside our normal fault-repairing hours (and we agree to do so), you may have to pay an extra charge. Our hourly rate is in our Price Manual.
- Further information on the compensation we will pay if we miss our target repair times is set out in the Service Standards Summary.

## 17. Our general rights

We will try not to cause you any problems, but we may do the following:

- we can change your phone number, or any other name or code we have let you use.
- if there is a war or national or local emergency, we can stop or suspend the services immediately without telling you.
- we can tell you how to use the services so that they are safe and do not affect the quality of services we provide to other customers.
- we can change the way we provide the services or change the services if we have to because we have updated our network, or because the service we get from other telecommunication network suppliers has changed.
- We can change the way we provide the services or change the services in order to protect our network or our customers from a security threat or any other serious risk.
- we can suspend the services to repair, maintain or improve our network.
- we can transfer your exchange line to a different exchange.

We can terminate or suspend the services if our authority to provide them is withdrawn or amended in any way.

Before we do any of these things, we will give you as much warning as possible. If we have to suspend services, we will start them up again as soon as we can.



## 18. If you break your agreement

### Termination for breach:

We may suspend the services or end your agreement immediately if:

- you do not pay a bill, deposit or advance payment in accordance with these conditions or when we ask you to do so;
- we believe you are using the services in ways that are prohibited under Section 6; or
- you break any of these conditions or the conditions of any other agreement with us.

If we choose to suspend the services as a result of your breach and we agree to recommence the provision of services to you following your breach, we may ask you to pay a deposit (please see Section 13).

### Termination for bankruptcy or insolvency

You must notify us immediately if your financial position changes. You must send full details of any bankruptcy or insolvency proceedings against you, your company or any directors of your company, or if you have an administrative receiver or other person appointed to deal with your affairs. You will need to notify us if any unpaid balance on your account is subject to the proceedings.

We may suspend the services or end your agreement immediately if:

- a bankruptcy petition is made against you or you are a discharged bankrupt;
- you enter into a voluntary agreement with your creditors;
- you are a company and cannot pay your debts;
- you are a company and you go into liquidation or have a receiver appointed; or
- you fail to notify us that any such proceedings have commenced against you, your company or any directors of your company.

If we suspend the services as a result of your bankruptcy or insolvency and we agree to recommence the provision of services to you following your bankruptcy or insolvency, we may ask you to pay a deposit (please see Section 13).

If you are declared bankrupt or insolvent and we agree to provide the services to a receiver or another third party who is appointed to deal with your affairs, we may ask such third party to provide an undertaking for our benefit that they will agree to perform your obligations under these conditions, including the obligations to pay us for the provision of the services, during such time as the third party has control over your affairs and/or pay a deposit. We are entitled to refuse to supply services to you or any third party appointed to deal with your affairs, unless that third party agrees to enter into such undertaking or pay the deposit, if required.

## 19. Law

This Agreement is governed by English Law and the decisions of the English Courts.

## 20. Complaints

If you want to complain about the services, please contact the Business Care Team. We will try to deal with your claim quickly and sympathetically as set out in our Complaints Code of Practice. This is available on our website.

## 21. Settling disagreements

If we cannot sort out your complaint or you have any other disagreement with us about the services, you can ask Ombudsman Services: Communications (OSC) to carry out an independent review and adjudicate on the matter. You will find details of how to apply to OSC in our Complaints Code of Practice which is available on our website.

## 22. Our responsibilities to you

- We may pay you compensation if we are late connecting you to the services or repairing faults unless the delay is caused by something which we cannot control (see Section 26). Further information on the compensation we will pay if we are late connecting you or if we miss our target repair times is set out in the Service Standards Summary.
- Where you experience faults or problems with the services, the maximum that you will be able to claim from us will be equal to the total amount of our charges for the provision of the services to you during the previous 12 month period. The compensation we pay under the Service Standards Summary will not count towards this limit.
- If one of our employees or contractors is negligent and causes damage to your physical property, the maximum amount that you will be able to claim from us for the damage we have caused is £100,000. The compensation we pay under the Service Standards Summary will not count towards this limit.
- We will not be responsible for any economic loss such as loss of contracts, loss of earnings, profits, data or business. For example, if you are a business customer, we will not pay you for the value of customer orders that you lost.
- We will not be responsible for any damage caused to equipment or apparatus that you connect to your exchange line that is caused by the effects of any lightning strike, power surge or other electromagnetic interference on your exchange line or for any other loss that is caused in this way.
- Notwithstanding anything else in this Section 22, we will always take responsibility if you or someone else is injured or dies because we have been negligent or for any other matters which we cannot legally exclude our responsibility.
- This agreement contains all of your and our rights and obligations. However there are laws designed to protect you against a faulty service. These laws are included in the agreement only where English law says they must apply.
- Each part of this agreement that excludes or limits our responsibility operates separately. If any part is disallowed the other parts will still apply.
- The parts of this agreement that exclude or limit our responsibility will also operate in the unusual event that our employees or contractors are negligent in carrying out their duties.

## 23. Changing your agreement

The following paragraphs apply to all changes except for changes to charges. For changes to charges, please see Section 13.

We can change the general terms and conditions that apply to your agreement and we can change the product description and/or withdraw, update or vary products and their specifications at any time and for any reason. Such changes may, without limitation, be necessary to take into account any changes to the services we provide to you, any changes to the way in which we operate our business, any changes to the agreements we have with third parties that enable us to supply our services, or changes to any relevant laws, regulations or codes of practice.

We will announce any changes to your agreement through one or more of the following means:

- we will publish details as soon as possible on our websites;
- we may include details of such changes on your bill;
- we may send notice to you by email, if you have registered an email address with us; or
- we may send notice to you by post.

You will also be able to get details of any changes by calling Customer Services.

If the changes we make to your agreement have a significant effect on our services or the way in which you use our services, we will always send you notice by either email or post at least 30 days before the changes take place.

If the changes we make to your agreement have a significant effect on our services or the way in which you use our services, you will be able to cancel your agreement. You can do this by contacting us in one of the ways described in Section 25. You will only be able to cancel your agreement in this way during the 30 day period after we announce the relevant change.

If you exercise this right to cancel your agreement, you will not have to pay any early termination charges. However, you will have to pay our charges for the service you have taken up to the termination date.

If we want to change terms and conditions or product details that only apply to you, we will write and tell you at least 30 days before the change takes place.

You may ask for a change to the services at any time. We may ask you to send your request to us by letter. If we agree to the change you have requested, we will tell you the date the changes are effective from.

## 24. Transferring your agreement

- You must not transfer your agreement or any part of it, to anyone else unless we say that you can.
- We may transfer your agreement to someone else. We will not do this without asking you if doing it will weaken your rights.

## 25. Notices

If you or we give a notice under your agreement, the notice must be delivered by hand or sent by first-class mail to:

- **you** - at the address which we provide your telephony services; or
- **us** - at KCOM, 37 Carr Lane, Hull, HU1 3RE.

Please address your notice to the Business Care Team.

## 26. Matters that we cannot control

We will not be responsible if we cannot carry out our side of the agreement because of things that we cannot control. These include natural events such as flooding or bad weather, civil disorder, war, terrorism, national or local emergency, and the acts of negligence of other people or organisations that we are not responsible for.

## 27. Joint responsibility

If you want the agreement to be in the names of more than one person, all of those people will be responsible for paying charges together and separately. This means that if any of them do not pay their charges, we can get the payment of the charges from any of the other named people.

## 28. Contact us

You may contact the Business Care Team on 0800 915 5777. The Business Care Team is available Monday to Friday, 8.30am – 5.30pm.

You can write to the Business Care Team at KCOM, 37 Carr Lane, Hull, HU1 3RE.

## 29. Definitions

In these conditions, the following words have the following meanings:-

Acceptable Use Policy	Our acceptable use policy which we may amend from time to time and which we will publish on our website ( <a href="http://www.Heybusiness.kcom.com">www.Heybusiness.kcom.com</a> ).
Agreement	The agreement between you and us to supply the services.
Call	Any form of message, signal or communication that is spoken or visual, including phone calls, data calls, text messages and faxes.
DNS	(Domain Name System) the mechanism used to resolve IP addresses against domain names.
Domain name	A node name and associated email address allocated to you for use with the services.
DSLAM	Digital subscriber line access multiplexer.
Equipment	Equipment we provide to you as part of the service.
Extension wiring	Telephone wiring installed at your property that allows you to connect further telephone points to the termination point. This wiring is your equipment and does not form part of our network.
Fair Usage Policy	Our fair usage policy which we may amend from time to time and which we will publish on Our website ( <a href="http://www.Heybusiness.kcom.com">www.Heybusiness.kcom.com</a> ).
Fibre Service	One of our services that is delivered to your property using a fibre connection
GPRS service	Services such as the mobile LAN Access Service and mobile web.
GSM gateway device	Any device used to make fixed-line-to mobile calls appear to our network to be mobile-to-mobile calls.
ISP	An Internet service provider, other than us.
KCOM area	The City of Hull and the area around it, where we have installed our cabling.
Line rate	The rate of connection between the customer Equipment and the DSLAM located at the local exchange.
Maximum stable rate	The maximum line rate the service is expected to achieve on your exchange, calculated on a per line basis.
Minimum period	The minimum period that applies to your package, as described in the Price Manual.
Mobile equipment	The mobile handset, SIM cards, accessories and other associated equipment for providing mobile services.
Mobile network	The mobile telecommunications systems used by us to provide the service.
Monthly usage allowance	The usage included with the Service, as detailed in the Service Standard.
Network	Our public telecommunications network in the KCOM area.
O <sub>2</sub>	O <sub>2</sub> (UK) Limited whose registered office is at 260 Bath Road, Slough, SL1 4DX, registered number 1743099.
OFCOM	The official regulator for the communications industry in the United Kingdom.

Payphone line	A line for calls to and from a private payphone.
Price Manual	The Price Manual containing details of our services and charges, as updated from time to time. The charges set out in the Price Manual are registered with OFCOM. If you would like to see a copy of the Price Manual please contact Customer Services or visit our website.
Rate adaptation	The automatic negotiation of the best line rate between the DSLAM and the customer equipment, based on the settings within our or BT's network, as applicable, line characteristics and conditions. Rate adaptation can occur several times a day, thus resetting the rate between the customer equipment and the DSLAM.
Service Standards Summary	The summary of the service standards for our services which we may amend from time to time and which we will publish on our website;
Services	Any services or facilities we provide as part of your package.
SIM Card	The card which identifies mobile communications equipment as belonging to You, and identifies its allocated telephone number.
Stabilisation Period	A period of up to 10 working days commencing from the date that you first use the service, during which time the maximum stable rate will be established for your connection.
Telephone point	A phone socket or any other device which allows you to connect your equipment to either an exchange line or extension wiring.
Termination point	The telephone point which we install at your property and at which your exchange line terminates.
Website	Our website at: <a href="http://www.Heybusiness.kcom.com">www.Heybusiness.kcom.com</a> , as may change from time to time.
We, us, our	KCOM Group Limited.
You, your	The person or company who asks us to provide the services and who is responsible for the rental and other charges. This includes anyone we think is acting for you.
Your equipment	Equipment that is not part of our network and which you use or plan to use with the services.