

# Broadband & Home Phone Terms & Conditions



## 1 These terms

- 1.1 These are the terms and conditions upon which we will supply you with your chosen Broadband and/or Home Phone services, including any applicable equipment. In these terms, the word “product” includes any service and/or equipment we provide to you.
- 1.2 **Please read these terms carefully before you confirm your order to us.** These terms tell you who we are, how we will provide the products to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

## 2 Information about us and how to contact us

- 2.1 We are Onestream Limited, a company registered in England and Wales. Our company registration number is 10389581 and our registered office is at Onecom House, 4400 Parkway, Whiteley, Fareham, United Kingdom, PO15 7FJ. Our registered VAT number is 254116135.
- 2.2 You can contact us by telephoning our customer service team on 0333 241 4449 or by writing to us at [care@onestream.co.uk](mailto:care@onestream.co.uk) or Onestream House, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.4 “Writing” includes emails. When we use the words “write”, “writing” or “written” in these terms, this includes emails.

## 3 Our contract with you

- 3.1 Our acceptance of your order will take place when we write to you (by email unless you do not have an email address, in which case we will send you a letter) to accept it, at which point a contract will come into existence between you and us. The contract will continue for a minimum term of either 18 or 24 months. The minimum term will start on the day your service is up and running or your transfer from another provider has completed. We will write to you to advise you when this has happened. The minimum term is the minimum length of time that you have agreed that you will receive the services from us.
- 3.2 If we are unable to accept your order, we will inform you of this in writing. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the products, or because we are unable to provide services to you due to technical limitations.
- 3.3 We will assign an account number to your order and tell you what it is when we accept your order. It will help us if you can tell us the account number whenever you contact us about the products.

## 4 Broadband

This paragraph will apply when you order broadband services from us.

### 4.1 Service

- 4.1.1 We will provide you with access to the internet, help desk services and the equipment necessary to provide the broadband service you subscribe to, which is set out in your order.
- 4.1.2 In using the services, you must comply with our Acceptable Use Policy [www.onestream.co.uk/acceptable-use-policy](http://www.onestream.co.uk/acceptable-use-policy)
- 4.1.3 Any router and any other equipment provided by us (or on our behalf) for use in conjunction with the

Services are not supplied as being capable of being used to access any internet service.

4.1.4 Further details of our broadband services are set out in our Price Guide [www.onestream.co.uk/docs/onestream-price-guide-V10.pdf](http://www.onestream.co.uk/docs/onestream-price-guide-V10.pdf)

## 4.2 Installation

4.2.1 In order to receive these services you will need:

- (a) a compatible phone line. We will be unable to provide you with the broadband service if your phone provider uses their own network;
- (b) a working phone service that passes the minimum line speed tests that we will need to perform;
- (c) a compatible router unless we have agreed to provide this as part of the services.

4.2.2 You may have to install some equipment in your home. We will provide you with step by step instructions for such installation. Please contact us on 0333 241 4449 if you have any problems with the installation of any equipment.

4.2.3 An installation charge may apply and we may charge you if you request an engineer to visit where it isn't necessary, you cancel an engineer visit less than 24 hours before the appointment, or you do not provide access for an engineer at an agreed appointment. Installation services may be provided by an agent on our behalf (such as Openreach). We will confirm the charges for your installation when you order. See our [Price Guide](#) for more details.

## 4.3 Quality of service

4.3.1 We aim to provide a high-quality service but we cannot be responsible for:

- (a) loss of services due to circumstances beyond our control where we have taken all reasonable steps to prevent the loss of service; or
- (b) slow speeds due to external factors, except where we are unable to meet the guaranteed minimum line speed as set out in clause 4.4 (in which case please see clause 10.2).

4.3.2 Broadband services may affect performance of home phone services, and you may experience a temporary loss of home phone service whilst installation is being carried out.

## 4.4 Speed guarantee

4.4.1 When you order broadband services, we will give you an estimate of the upload and download line speeds that you can expect, which are also set out in your order. They are expressed as a range, as we cannot guarantee any particular speed due to external factors affecting the network. However, we do guarantee that your line speeds will not be below the estimated ranges. Line speeds are measured on the basis of a single user using a wired connection to the router.

4.4.2 If you are constantly receiving speeds that are below the estimated ranges, please contact us. If there's a fault we will try to remedy it, and you will have to take any reasonable steps we ask you to. If the speeds are still below the guaranteed minimum line speeds, you may cancel the broadband service without liability.

## 4.5 Internet security and our liability to you

4.5.1 The broadband services enable you to access the internet. Your use of the internet is at your own risk and we shall have no liability to you for anything which you do or have done to you whilst accessing the internet.

4.5.2 You are solely responsible for any liability arising out of, and we shall not be liable for, any content provided by you and/or any material to which other users can link to through use of the broadband services.

4.5.3 You are responsible for adopting appropriate security measures for the protection of your computer systems. We shall not be liable to you for any loss or damage resulting from any virus or other hostile

computer programme being introduced by you during your use of the broadband services.

## 5 Home phone

This paragraph will apply when you order home phone services from us and it covers line rental, calling plans and call features.

### 5.1 Service

5.1.1 We will provide you with the facility to make and/or receive calls, any additional call features included in your order, and a phone number for the line we provide. We will, if requested, try to retain your existing phone number, but this cannot be guaranteed.

5.1.2 In using the services, you must comply with our Acceptable Use Policy [www.onestream.co.uk/acceptable-use-policy](http://www.onestream.co.uk/acceptable-use-policy)

5.1.3 If you use this service but don't pay for your calls either via a usage charge or by taking a calling plan, or you use a third party to make calls for some or all of your calls over the line we provide we may decide to: (a) charge you a higher fee for your use of this service, (b) end our contract; and/or (c) disconnect any part of the service.

5.1.4 Further details of our home phone services are set out in our [Price Guide](#).

### 5.2 Installation

5.2.1 In order to receive these services you will need a phone or similar equipment to use the services.

5.2.2 We will carry out a standard installation of a phone line for the connection charge as set out in our [Price Guide](#). These connection charges do not cover extensive new construction works such as external work. If you require any phone rewiring or conversions then other charges may be payable. We will advise you of any charges prior to any work being undertaken. Installation or connection services may be provided by an agent on our behalf.

### 5.3 Quality of service

We aim to provide a high-quality service but we cannot be responsible for any of the following:

5.3.1 geographic, atmospheric or other conditions or circumstances beyond our control;

5.3.2 an issue with the service which is not isolated to your phone line such as a network-wide outage; or

5.3.3 where we are unable through no fault of our own to carry out any necessary work on your property, for example to gain access, an appointment date cannot be arranged, or work is aborted due to your non-attendance at an agreed appointment date/time.

## 6 Your rights to make changes

6.1 **If you wish to make a change to the product you have ordered, please contact us.** We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the products, the timing of supply or anything else which would be necessary as a result of your requested change, and ask you to confirm whether you wish to go ahead with the change.

6.2 If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see paragraph 10 - Your rights to end the contract).

## 7 Moving home

7.1 **If you want to move your services to your new home please contact us at least 14 days before you move.** Please note that depending on your circumstances:

7.1.1 you may have to enter into a new contract with us with a new minimum term; and

7.1.2 additional charges may also apply such as fees for installing a new line. These charges are set out in our [Price Guide](#).

7.2 In some circumstances we may not be able to provide your current service to your new home and you will have to pay early termination charges if you're within your minimum term. However, if you agree to take another equivalent service that is available at your new home under a new contract with us we may waive these charges.

## 8 Our rights to make changes

We may change the services:

- 8.1 to reflect changes in relevant laws and regulatory requirements;
- 8.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the services.

## 9 Providing the services and the equipment

9.1 We may need certain information from you so that we can supply the products to you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and paragraph 12 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

9.2 We will not be responsible for supplying products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

### 9.3 Equipment

9.3.1 If we agree to provide you with any equipment for the provision of the services during the order process we will let you know when we will provide the equipment to you.

9.3.2 **If you are not at the delivery address when the equipment is delivered.** If no one is available at your address to take delivery and the equipment cannot be posted through your letterbox, our courier will leave you a note informing you either a) that the package has been left in a safe place, or b) of how to rearrange delivery or collect the products from a local depot.

9.3.3 **If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery or collect the equipment from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and paragraph 12 will apply.

9.3.4 The equipment will be your responsibility from the time we deliver the equipment to the address you gave us.

9.3.5 We are not responsible for delays in the delivery of the equipment which are outside our control.

9.3.6 If you've paid a reduced charge, or no charge, for certain equipment (such as a router) and the service ends before the end of the minimum period, you may be charged the full price for the equipment, excluding any discounts you've received – see paragraph 14 for details.

### 9.4 Services

9.4.1 We will supply the services to you for the minimum term (18 or 24 months) unless you end the contract in accordance with paragraph 10 or we end the contract by written notice to you as described in paragraph 12.

9.4.2 We will provide you with details of the time it will take to install or transfer your phone line. We will do this as soon as reasonably possible and we will aim to keep you updated on when we estimate that this will be completed.

9.4.3 We are not responsible for any delay in the installation or transfer of your phone line which is outside our control.

9.4.4 If you do not allow us access to your property to perform the installation and/or transfer services as arranged, we may charge you additional costs incurred by us as a result. If, despite our reasonable

efforts, we are unable to contact you or re-arrange access to your property we may end the contract and paragraph 12 will apply.

9.4.5 If you've paid a reduced charge, or no charge, for installation or connection services and the service ends before the end of the minimum period, you may be charged the full price for the installation or connection services, excluding any discounts you've received – see paragraph 14 for details.

## **10 Your rights to end the contract**

10.1 **You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with the products, how we are performing and when you decide to end the contract:

10.1.1 If you want to end the contract because of something we have done or have told you we are going to do (including failure to meet the guarantee minimum line speed), see paragraph 10.2;

10.1.2 If you have just changed your mind about the service, see paragraph 10.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any equipment;

10.1.3 In all other cases (if we are not at fault and there is no right to change your mind), see paragraph 10.4.

10.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 10.2.1 to 10.2.5 below, the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

10.2.1 we are unable to provide you with a service that meets the guarantee minimum line speed as set out in clause 4.4 above;

10.2.2 we have told you about an error in the price or description of the products you have ordered and you do not wish to proceed;

10.2.3 there is a risk that supply of the services may be significantly delayed because of events outside our control;

10.2.4 we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 90 days; or

10.2.5 you have a legal right to end the contract because of something we have done wrong.

10.3 **Exercising your right to change your mind in accordance with the Consumer Contracts Regulations 2013.**

10.3.1 You may cancel within 14 days after the later of the date the equipment (if any) is delivered to you, and the date we write to you to confirm we accept your order.

10.3.2 If you cancel within this period, you must:

(a) pay for any services received up to the date that you told us you wanted to cancel;

(b) pay any installation, connection or activation charges associated with the cancelled service (including the full cost of charges that were discounted or advertised as free as a condition of taking services on the terms that you agreed); and

(c) return any equipment to us (undamaged, in its original packaging and at your own cost and risk) within 14 days of you telling us you want to cancel.

10.4 **Ending the contract where we are not at fault and there is no right to change your mind.**

10.4.1 Even if we are not at fault and you do not have a right to change your mind, you can still end the contract, but you may have to pay us compensation as we have agreed to provide you with the services for the minimum term. If you want to end the contract, please contact us to let us know.

10.4.2 If you are moving home, please see paragraph 7. In all other cases, the contract will end 30 days after the day on which you contact us, but you will be responsible for payment of any termination

charges – please see paragraph 14 for details.

## **11 How to end the contract with us (including if you have changed your mind)**

11.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

11.1.1 **Phone or email.** Call customer services on 0333 241 4449 or email us at [care@onestream.co.uk](mailto:care@onestream.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.

11.1.2 **Post.** Complete the [Onestream Model Cancellation Form](#), and post it to us at the address on the form. Or simply write to us at [care@onestream.co.uk](mailto:care@onestream.co.uk) or Onestream House, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ, including details of what you bought, when you ordered or received it, and your name and address.

11.2 **Returning products after ending the contract.** If you end the contract for any reason after the equipment has been dispatched to you or you have received it, you must return it to us within 14 days of telling us you want to cancel. You must post it to Onestream Returns, Onestream House, The Belfry, 4400 Parkway, Solent Business Park, Fareham, PO14 7FJ. If you do not return the equipment within 14 days of cancelling you will have to pay the full price of the equipment.

11.3 **When we will pay the costs of return.** We will pay the costs of return:

11.3.1 if the products are faulty or misdescribed; or

11.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are exercising your right to change your mind) returns are at your own cost and risk, and we recommend that you use an insured delivery service.

11.4 **How we will refund you.** We will refund you the price you paid for the products (if any) including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

11.5 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

11.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the equipment. If we refund you the price paid before we are able to inspect the equipment and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

11.5.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

11.5.3 We may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

11.5.4 If you fail to return the equipment within 14 days of cancelling, we may deduct the full price of the equipment from any refund.

11.6 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

11.6.1 Where you are required to return equipment, your refund for any sums paid for the equipment will be made within 14 days from the day on which we receive the equipment back from you or, if earlier, the day on which you provide us with evidence that you have sent the equipment back to us. For information about how to return a product to us, see paragraph 11.2.

11.6.2 In all other cases, your refund will be made within 14 days of you telling us you have changed your mind.

## **12 Our right to suspend, restrict or disconnect the services**

12.1 We may suspend, restrict or disconnect any or all of the services if:

12.1.1 you break, or we reasonably suspect that you've broken, any important term of the contract;

12.1.2 you cancel your direct debit and we haven't agreed another way you can pay;

12.1.3 you do not make any payment to us when it is due and you still do not make payment within 14 days after us reminding you that payment is due;

12.1.4 you're abusive or threatening, make unreasonable demands on us, including on our time, or abuse our processes;

12.1.5 you fail to comply with our [Acceptable Use Policy](#) or your usage of the services is otherwise in excess of what we'd expect from a typical customer;

12.1.6 we reasonably believe you have provided us with false or misleading details about yourself;

12.1.7 we reasonably believe that you have used the service or the equipment for illegal purposes;

12.1.8 we receive a serious complaint about your use of the service which we believe to be genuine;

12.1.9 we suspend or restrict a related service;

12.1.10 we believe your services have been or are being used fraudulently;

12.1.11 we are required to by the emergency services or other government authority; or

12.1.12 the network breaks down or needs maintenance.

12.2 Where we suspend, restrict or disconnect a service, the contract will continue and, unless we've suspended, restricted or disconnected under paragraphs 12.1.11 or 12.1.12, we may require you to pay:

12.2.1 our reasonable costs for suspending or restricting the services and resuming them; and

12.2.2 your charges.

## **13 Our rights to end the contract**

13.1 **When we may end the contract with you.** We may end the contract at any time by writing to you:

13.1.1 if we're entitled to suspend, restrict or disconnect any or all of the services under paragraphs 12.1.1 to 12.1.10;

13.1.2 if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;

13.1.3 if you do not, within a reasonable time, allow us to deliver the equipment to you;

13.1.4 if you do not, within a reasonable time, allow us access to your premises to supply the services;

13.1.5 in the event of your bankruptcy or death;

13.1.6 if we're entitled to suspend, restrict or disconnect any or all of the services under paragraphs 12.1.11 or 12.1.12

13.1.7 if we are no longer providing, or are unable to provide, the service (or any part of it) to customers.

- 13.2 We will normally provide you with at least 14 days' prior notice before suspending or ending the contract and work with you to resolve any issues.
- 13.3 **You must compensate us if you break the contract.** If we end the contract in the situations set out in paragraph 13.1 we will refund any sums you have paid in advance for the services we have not provided but you will be responsible for the payment of any termination charges – please see paragraph 14 for details.

## 14 Early termination charges

If you end the contract during the minimum term where we are not at fault and there is no right to change your mind, or we end the contract for any reason set out in paragraphs 13.1.1 to 13.1.5:

- 14.1 you will be charged a fee to compensate us for our losses. Details of the fee can be found in our [Price Guide](#); and
- 14.2 if you've paid a reduced charge, or no charge, for certain equipment (such as a router) or installation/connection services and the service ends before the end of the minimum period, you may be charged the full price for the equipment and installation/connection services, excluding any discounts you've received.

## 15 If there is a problem with any product

- 15.1 **How to tell us about problems.** If you have any questions or complaints about the equipment or the services, please contact us. You can telephone our customer service team on 0333 241 4449 or write to us at [care@onestream.co.uk](mailto:care@onestream.co.uk) or Onestream House, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ.
- 15.2 **Complaints procedure.** Our [Complaints Procedure](#) explains how you can follow up any complaints that you do not feel have been resolved.

## 16 Service issues

- 16.1 **How to tell us about service issues.** If you have any service issues or wish to report a fault with the services, please telephone our customer service team on 0333 241 4449. You can of course also write to us at [care@onestream.co.uk](mailto:care@onestream.co.uk) or Onestream House, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ.
- 16.2 **When we will refund you for service issues.** If you have let us know that you have suffered intermittent or continuous loss of service we will refund a pro-rata amount of your monthly payment paid in respect of the period of loss except where:
- 16.2.1 the failure is due to an outage which is not isolated to your line, for example network wide outage outside of our reasonable control;
- 16.2.2 we suspend your service in accordance with our contract or you are in breach of any term of the contract;
- 16.2.3 through no fault on our part, we are unable to carry out any necessary work on your premises, for example where we can't gain access to your premises, agree an appointment date or obtain all assistance or information that we require from you; or
- 16.2.4 the failure is due to matters beyond our reasonable control.

## 17 Faulty equipment

- 17.1 **How to tell us about faulty equipment.** If the equipment is faulty or you have any other problems with it, please telephone our customer service team on 0333 241 4449. You can of course also write to us at [care@onestream.co.uk](mailto:care@onestream.co.uk) or Onestream House, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ.
- 17.2 **Returning faulty equipment.** You must return any item of equipment that either:
- 17.2.1 you report to us as faulty;



17.2.2 we tell you is faulty; or

17.2.3 requires replacement for technical reasons.

17.3 If we replace the equipment before you return it, you must still return the item. We will pay the cost of any return. If you return any equipment because you believe it to be faulty, we may test the equipment and if it is working correctly we may send it back to you and charge you our costs for testing and postage. We will advise you of the costs of testing and postage when you contact us to advise us of the potential issue.

17.4 If you have not returned any equipment within 30 days of us providing a replacement, we may either:

17.4.1 suspend or restrict access to any service that we provide to you until the relevant equipment is returned; or

17.4.2 recover our costs in respect of that equipment from you via your bill or otherwise.

17.5 All our equipment will conform to the terms of the contract, be as described, and work for a reasonable period of time if you look after it in accordance with the user manual.

## **18 Price and payment**

### **18.1 Subscription and usage charges**

18.1.1 We will charge you a standard monthly fee for the services, which is referred to as the 'subscription charge'. In some cases additional fees linked to how much you use the service, such as the number of calls you make, will also apply. Details of all charges can be found in our [Price Guide](#).

18.1.2 We will normally bill you monthly in advance for the subscription charge.

18.1.3 Any usage charges will be billed after the end of the month in which you used the relevant service. However, in some circumstances there may be a delay from the point you used the service before we add the usage charges to your bill.

18.1.4 Unless you wish to receive paper bills, your bills will be emailed to you. A fee will be charged for paper bills, details of which are in our [Price Guide](#). If you are not paying by direct debit, you must pay the bill as soon as you receive it.

18.1.5 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

18.1.6 If you think an invoice is wrong please contact us promptly to let us know. We will not charge you a late payment fee until the dispute is resolved. Once the dispute is resolved we may charge you interest on correctly invoiced sums from the original due date.

### **18.2 If you fail to pay**

18.2.1 If you don't pay your bill, we will remind you that your bill is outstanding. If we still don't receive payment we may:

- (a) add a late payment charge to your bill  
(but normally only if we don't receive payment within 14 days of our reminder);
- (b) suspend providing the service in accordance with paragraph 12 or end our contract in accordance with paragraph 13; or
- (c) we may ask a debt-collection agency to collect the payment on our behalf. If we do, you will also have to pay the reasonable costs we have to pay the agency as part of your outstanding charges, which the agency will add to your debt on our behalf.

18.2.2 If any payment method fails we may add a failed payment charge to your next bill.

## **19 Our liability to you**

- 19.1 **When we are liable to you.** If you have experienced a problem with the product caused by our failure to exercise reasonable care and skill in providing that product then legal remedies are available including the right to require a price reduction by an appropriate amount. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 19.2 When we are not liable to you. We will not be liable to you (or any other person who you allow to use any product) for:
- 19.2.1 suspending or ending this contract in accordance with paragraphs 12 or 13 above;
  - 19.2.2 any fault with your router, cabling or network equipment caused by your tampering with such equipment or your failure to follow our reasonable instructions for the use of such equipment;
  - 19.2.3 any delay or failure by us to provide any element of the product where such delay or failure is caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war and government action;
  - 19.2.4 any loss or damage caused by the product, us or any of our respective officers, employees or agents in circumstances where:
    - (a) there is no breach of a contractual obligation or legal duty of care by us or any of our respective officers, employees or agents;
    - (b) such loss or damage was not contemplated by both you and us at the time we entered into this contract; or
    - (c) any increase in such loss or damage results from breach by you of these terms;
  - 19.2.5 any loss or damage caused by your use of the product, us or any of our respective officers, employees or agents to the extent that such loss or damage results from any breach by you of these terms unless we or our officers, employees, sub-contractors or agents were also in breach of a legal obligation or duty of care owed by us or them and that breach was the most significant cause of the loss or damage;
  - 19.2.6 any loss or damage caused by any unauthorised use of the product;
  - 19.2.7 any loss or damage resulting from your failure to connect to the product that was not caused by us, our employees or agents or our suppliers;
  - 19.2.8 any loss or damage arising due to a fault in the equipment or telephone line you use to make calls;
  - 19.2.9 any failure of monitored safety, security or other alarm systems due to incompatibility of the product, or due to the restriction or ending of the product, or any other reason which is not due to our fault or neglect;
  - 19.2.10 any loss or damage caused by the product, your network equipment, us, or any of our respective officers, employees, sub-contractors or agents to the extent that such loss or damage results from any breach by you of these terms and, in particular but not limited to the Acceptable Use Policy, unless we or our officers, employees, sub-contractors or agents were also in breach of a legal obligation or duty of care owed by us or them and that breach was the most significant cause of the loss or damage;
  - 19.2.11 any loss or damage caused by viruses or any unauthorised use of, or attempts to access, the product or your computer;
  - 19.2.12 any loss or corruption of data;
  - 19.2.13 your use of any modem, wireless router or any other equipment that we have not supplied to you in order to access the product; or

19.2.14 for any business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

19.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services and for defective equipment under the Consumer Protection Act 1987.

## 20 How we may use your personal information

20.1 **How we will use your personal information.** We will use the personal information you provide to us:

20.1.1 to supply the services and equipment to you;

20.1.2 to process your payment for the services and equipment; and

20.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

20.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the services and equipment we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

20.3 We will only give your personal information to other third parties in accordance with our [Privacy Policy](#).

## 21 Other important terms

21.1 **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

21.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

21.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

21.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

21.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

21.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

# Onestream Model Cancellation Form

Complete and return this form only if  
you wish to withdraw from the contract



To: Onestream Limited  
Onestream House  
4400 Parkway  
Whiteley  
Fareham  
PO15 7FJ

Telephone: 0333 241 4449

Email: [care@onestream.co.uk](mailto:care@onestream.co.uk)

I/We [\*] hereby give notice that I/we [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*]:

.....  
.....  
.....(description of products)

Ordered on [\*/received on [\*/: ..... (dates)

Name of consumer(s): .....

Address of consumer(s): .....

.....

Signature of consumer(s) (only if this form is notified on paper): .....

.....

Date: .....

[\*] Delete as appropriate