

1 These terms

- 1.1 These are the terms and conditions upon which we will supply you with your chosen Broadband and/or Business phone services, including any applicable equipment. In these terms, the word “product” includes any service and/or equipment we provide to you. “You” or “the Customer” is the person or firm who purchases services or services and products from us.
- 1.2 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 Onestream, Unit 15, Fulcrum 2, Solent Way, Fareham, PO15 7FN. 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 Onestream, Unit 15, Fulcrum 2, Solent Way, Fareham, PO15 7FN.
- 2.3 If we have to contact you we will do so by telephone, by SMS 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 email you 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 [12, 18 or 24] months. The minimum term will start on [the day we accept your order/the day immediately following the day we accept your order]. The minimum term is the minimum length of time that you have agreed that you will receive the services from us.
- 3.2 We may offer promotional packages from time to time which may require you to commit to a minimum term. If you order one of our promotional packages, please ensure you read and understand any additional terms and conditions that are set out on our website for the particular package.
- 3.3 If we are unable to accept your order, we will inform you of this in writing. This might be, amongst other things, because of unexpected limits on our resources which we could not reasonably plan for, 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.
- 3.4 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.
- 3.5 You acknowledge and agree that we will not be liable for any [early] termination fees which may be charged by your existing supplier unless we inform you in writing that we will be so liable.

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 [\[Acceptable Use Policy\]](#).
- 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 [\[Price Guide\]](#).

4.1.5 [We may provide you with a free trial of anti-virus software. The free trial will last for 2 months from the date we accept your order. You can cancel this software at any time from the day your broadband service is up and running/your “go live” date. Please note that if you don’t cancel the software before the end of the free trial period you will be liable to pay £34.95 for use of the software after the free trial period. If you have any queries about this software/trial, please telephone our customer service team on 0333 241 4449, or write to us at Onestream, Unit 15, Fulcrum 2, Solent Way, Fareham, PO15 7FN.]

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. We will provide you with instructions for such installation. Please contact us on [0333 241 4449] or [use the live chat function available at www.onestream.co.uk/livechat] 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 paragraph 4.4].

4.3.2 Broadband services may affect performance of phone services, and you may experience a temporary loss of 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 Business phones

This paragraph will apply when you order business 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 phone number[s] for the line[s] 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 [\[Acceptable Use Policy\]](#).
- 5.1.3 In using the mobile services, you must comply with our fair usage policy. To comply with this policy, you agree that:
- (a) You shall not exceed 650GB of data in a month
 - (b) You shall not tether more than 12 devices
- Failure to adhere to the fair usage policy may result in us charging for excessive data usage at the rate set out by the network and/or moving you on to a more suitable plan.
- 5.1.4 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.
- 5.1.5 Further details of our home phone services are set out in our [\[Price Guide\]](#).

5.2 Installation

- 5.2.1 We will carry out installation of phone line[s] 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.
- 5.2.2 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[s] 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 at your premises, 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.]

7 Our rights to make changes to the service, equipment or terms of this contract

- 7.1 We may change the service, service features, equipment and terms of the contract to do the following:
- 7.1.1 make the contract clearer or easier for you to understand, or change it in another way that doesn't significantly disadvantage you.
 - 7.1.2 change, improve, update or add to a service, service features or equipment you get.
 - 7.1.3 introduce new services, service features or equipment (for example, if we introduce a new calling feature or security product).
 - 7.1.4 change the way we structure our prices, charges, a service, service features or equipment.

- 7.1.5 add to or change the way we provide a service, service features or equipment.
- 7.1.6 reflect a change in our ability to provide a service, service features or equipment.
- 7.1.7 reflect any change to a law, code of practice, regulation, guidance or responsibility that applies to us.

8 Providing the services and the equipment

8.1 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 or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

8.2 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.

8.3 Equipment

8.3.1 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.

8.3.2 [If no one is available at your address to take delivery, our courier will leave you a note informing you either a) that the equipment has been left in a safe place, or b) of how to rearrange delivery.]

8.3.3 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.

8.3.4 The equipment will be your responsibility from the time we deliver the equipment to the address you gave us. Unless you pay for any of the equipment at the time you place your order, the equipment belongs to us or our suppliers. You agree to take reasonable care of the equipment and use it only for the purposes of receiving the services and in accordance with the instructions provided.

8.3.5 If you pay for any equipment upfront at the time you place your order the equipment will only belong to you once it has been delivered to you and you have paid for the equipment in full.

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

8.3.7 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 will be charged the full price for the equipment, excluding any discounts you've received – see paragraph 13 for details.

8.4 Services

8.4.1 We will supply the services to you for the minimum term [(12, 18 or 24 months)] unless you end the contract in accordance with paragraph 9 or we end the contract by written notice to you as described in paragraph 12.

8.4.2 We will provide you with details of the time it will take to install or transfer your phone [line(s)]. 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.

8.4.3 We are not responsible for any delay in the installation or transfer of your phone [line(s)] which is outside our control.

8.4.4 If you do not allow us access to your premises 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 premises we may end the contract and paragraph 12 will apply.

8.4.5 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 will be charged the full price for the installation or connection services, excluding any discounts you've received – see paragraph 1e for details.

9 Your rights to end the contract

9.1 If you are ending a contract for a reason set out at 9.1.1 to 9.1.5 below, the contract will end [immediately] and we will refund you for any services which have not been provided. The reasons are:

9.1.1 [we are unable to provide you with a service that meets the guarantee minimum line speed as set out in paragraph 4.4 above;]

- 9.1.2 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;
- 9.1.3 there is a risk that supply of the services may be significantly delayed because of events outside our control;
- 9.1.4 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
- 9.1.5 [you have a legal right to end the contract because of something we have done wrong.]

9.2 Even if we are not at fault, 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 you must give us at least [90] days' written notice.

10 [How to end the contract with us]

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

- 10.1.1 **Phone or email.** Call customer services on 0330 094 5551 or email us at hello@onestream.co.uk. Please provide your name, home address, account reference and, where available, your phone number and email address.
- 10.1.2 **Post.** Complete the [Onestream Cancellation Form](#) and post it to us at the address on the form. Or simply write to us at hello@onestream.co.uk or Onestream, Unit 15, Fulcrum 2, Solent Way, Fareham, PO15 7FN, including details of what you bought, when you ordered or received it, and your name and address.]

10.2 If you end the contract for any reason after the equipment has been dispatched to you or you have received it, you must within 14 days of telling us you want to cancel, pay us a handling fee in respect of each unit of goods.

10.3 We will pay the costs of return:

- 10.3.1 if the products are faulty; or
- 10.3.2 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 returns are at your own cost and risk.

10.4 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.

10.5 If you are exercising your right to change your mind:

- 10.5.1 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.
- 10.5.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.
- 10.5.3 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.
- 10.5.4 If you fail to pay us the handling fee referred to in paragraph 10.2 within 14 days of cancelling, we may deduct the full price of the equipment from any refund.

10.6 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- 10.6.1 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.
- 10.6.2 In all other cases, your refund will be made within 14 days of you telling us you have changed your mind.

11 Our right to suspend or disconnect the services

11.1 At our option we may suspend or disconnect any or all of the services if:

- 11.1.1 you break, or we reasonably suspect that you've broken, any important term of the contract;
- 11.1.2 you cancel your [direct debit] and we haven't agreed another way you can pay;
- 11.1.3 you do not make any payment to us when it is due. If you have failed to make a payment we will suspend the services from the day after the payment is due and provide you with 7 days' notice to make the overdue payment. If you fail to make payment after 7 days we will disconnect the services;
- 11.1.4 you're abusive or threatening, make unreasonable demands on us, including on our time, or abuse our processes;
- 11.1.5 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;
- 11.1.6 we reasonably believe you have provided us with false or misleading details;
- 11.1.7 we reasonably believe that you have used the service or the equipment for illegal purposes;
- 11.1.8 we receive a serious complaint about your use of the service which we believe to be genuine;
- 11.1.9 we suspend a related service;
- 11.1.10 we believe your services have been or are being used fraudulently;
- 11.1.11 we are required to by the emergency services or other government authority; or
- 11.1.12 the network breaks down or needs maintenance.

11.2 Where we suspend or disconnect a service, the contract will continue and, unless we've suspended or disconnected under paragraphs 11.1.11 or 11.1.12, we will require you to pay:

- 11.2.1 our reasonable costs for suspending the services and resuming them; and
- 11.2.2 your charges.

12 Our rights to end the contract

12.1 We may end the contract at any time by writing to you:

- 12.1.1 if we're entitled to suspend or disconnect any or all of the services under paragraphs 11.1.1 to 11.1.10;
- 12.1.2 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;
- 12.1.3 if you do not, within a reasonable time, allow us to deliver the equipment to you;
- 12.1.4 if you do not, within a reasonable time, allow us access to your premises to supply the services;
- 12.1.5 if we're entitled to suspend or disconnect any or all of the services under paragraphs 11.1.11 or 11.1.12
- 12.1.6 if we are no longer providing, or are unable to provide, the service (or any part of it) to customers.

12.2 We will normally provide you with at least [1 days'] prior notice before suspending the services and [7 days'] notice before ending the contract. We will work with you to resolve any issues.

12.3 If we end the contract in the situations set out in paragraph 12.1 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 13 for details.

13 Early termination charges

13.1 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 12.1.1 to 12.1.5:

- 13.1.1 you will be charged the aggregate of:

- (a) the charges for any services (or part thereof) supplied but for which no invoice has yet been submitted; and
- (b) the fixed monthly charges due to the end of the minimum term; and
- (c) any porting fee for the services as detailed within [the "Price Guide"]; and
- (d) all charges for services that are or would have been performed during the notice period set out in paragraph 9.2.

14 [If there is a problem with any product

- 14.1 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 hello@onestream.co.uk or Onestream, Unit 15, Fulcrum 2, Solent Way, Fareham, PO15 7FN or use the live chat function available at www.onestream.co.uk/livechat.
- 14.2 Our [\[Complaints Procedure\]](#) explains how you can follow up any complaints that you do not feel have been resolved.]

15 Service issues

- 15.1 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 hello@onestream.co.uk or Onestream, Unit 15, Fulcrum 2, Solent Way, Fareham, PO15 7FN [or use the live chat function available at www.onestream.co.uk/livechat].
- 15.2 [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:
- 15.2.1 the failure is due to an outage which is not isolated to your line, for example network wide outage outside of our reasonable control;
 - 15.2.2 we suspend your service in accordance with our contract or you are in breach of any term of the contract;
 - 15.2.3 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
 - 15.2.4 the failure is due to matters beyond our reasonable control.]

16 Faulty equipment

- 16.1 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 hello@onestream.co.uk or Onestream, Unit 15, Fulcrum 2, Solent Way, Fareham, PO15 7FN or use the live chat function available at www.onestream.co.uk/livechat].
- 16.2 You must return any item of equipment that either:
- 16.2.1 you report to us as faulty;
 - 16.2.2 we tell you is faulty; or
 - 16.2.3 requires replacement for technical reasons.
- 16.3 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 return. We will advise you of the costs of testing and return when you contact us to advise us of the potential issue.
- 16.4 If you have not paid us for the return of any equipment within 14 days of us providing a replacement, we may either:
- 16.4.1 suspend access to any service that we provide to you until the relevant equipment is returned;
or
 - 16.4.2 recover our costs in respect of that equipment from you via your bill or otherwise.
- 16.5 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.

17 Price and payment

17.1 Subscription and usage charges

- 17.1.1 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 [\[Price Guide\]](#).
- 17.1.2 [To use the services you must provide two payment methods. We will request that you complete a direct debit mandate which will be the primary payment method. We will also require you to provide your card details including the CCV number, which will be your back-up payment method. You authorise us to charge any payment method associated to your account in case your primary payment method is declined or is no longer available to us for payment of your bill. You remain responsible for any uncollected amounts. If your primary payment method is cancelled we will be entitled to charge you a reasonable administration fee, details of which are set out in our [\[Price Guide\]](#), to cover our costs of working with you to reinstate the direct debit mandate.]
- 17.1.3 We will normally bill you monthly in advance for the subscription charge.
- 17.1.4 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.
- 17.1.5 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](#).
- 17.1.6 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.
- 17.1.7 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.
- 17.1.8 You may be required to pay us a deposit (in circumstances where you have failed to meet our credit criteria – please note this deposit is not an amount on account of fees), details of which are set out in our [\[Price Guide\]](#). The deposit will be refundable at the end of the minimum term if all fees/charges due under the contract during the minimum term have been paid on time.

17.2 If you fail to pay

- 17.2.1 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;
 - (b) withdraw your entitlement to any promotional discount which is applicable to your account;
 - (c) suspend providing the service in accordance with paragraph 11 or end our contract in accordance with paragraph 12; or
 - (d) 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.
- 17.2.2 If any payment method fails we may add a failed payment charge to your next bill.

18 Changes to our pricing

- 18.1 [On 1st April in each year your standard monthly fee will increase by an amount equal to the Retail Prices Index rate published by the Office for National Statistics in March ("RPI Rate") plus up to 3.9%. We will apply the adjustment from your April bill. If the RPI Rate is a decrease your standard monthly fee will not be reduced. If you enter into your agreement with us between 1 January and 31 March, you will not be subject to this increase on 1 April in the first year of your contract, but you will in all subsequent years of your contract [have to tell us that you want to do this within 30 days of the date of the notice that we send you].
- 18.2 We may change our pricing if:
- 18.2.1 we change the service, service features, equipment or the terms of this contract as listed in paragraph 7 above;
 - 18.2.2 the cost of providing a service or service features increases (for example, the businesses we buy from increase their prices);

- 18.2.3 the cost of running our business increases;
- 18.2.4 we reorganise the way we run our business;
- 18.2.5 there is a change in a law, code of practice, regulation, guidance or responsibility that applies to us (for example, if there's a VAT increase).

18.3 [Except where any increase is required by law or any regulatory authority. If we change our pricing by more than the RPI Rate plus 3.9%, to your material detriment, you'll have a right to leave the contract early without having to pay any extra charges. We will let you know if this is the case and what to do before the changes are made. If you take no action within 30 days of us telling you about the price changes you'll be considered to have accepted those changes.]

19 Our liability to you

19.1 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 at your premises, we will make good any damage to your premises caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your premises that we discover while providing the services.

19.2 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 11 or 12 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;
- 19.2.14 any loss of profits, sales, business or revenue;
- 19.2.15 loss or corruption of data, information and software;
- 19.2.16 loss of business opportunity;
- 19.2.17 loss of anticipated savings;
- 19.2.18 loss of or damage to goodwill; or
- 19.2.19 any indirect or consequential loss.

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.

19.4 Each party's total liability to the other arising in connection with the contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of:

- 19.4.1 the amount paid by you to us under the contract in the 12 months prior to the date the loss arose; and
- 19.4.2 £100,000.

20 How we may use your personal information

20.1 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 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 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 may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

21.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

21.4 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 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 These terms shall be governed by and interpreted in accordance with the laws of England and Wales and is subject to the [exclusive] jurisdiction of the courts of England and Wales.