

# KCOM

## **Universal conditions for service – residential and consumer rights information**







## Universal conditions for service – residential

### KEY TERMS

The full conditions of your agreement start on the next page. This page highlights some of the key terms that will apply to your agreement.

#### What services am I getting?

Details of your service, along with the start date, the length of your contract and the charges, are all set out in the Welcome Mail sent to you shortly after your order. You will be obliged to take the service for the duration of the term stated in the Welcome Mail, although there are certain circumstances where you will be able to end your agreement early. These circumstances are set out in sections 16 and 26 of our terms and conditions, as well as the Consumer Rights Information which will have been sent to you along with the Welcome Mail.

#### Will the charges increase?

Where you have entered into a contract with us on or after 1 April 2021, we will increase the amount you pay for your service by a percentage comprised of i) the annual percentage increase in the Consumer Price Index (CPI) rate of inflation plus ii) 3.9% unless set out to the contrary in the Price Manual. The price increase will take effect on or after 1 March each year starting 2022.

We may also increase our charges at any point irrespective of when you entered into a contract with us – please see section 16 of our terms and conditions for more details.

#### What happens if the charges increase?

Other than where we increase the charges as a result of our annual percentage increase of CPI plus 3.9% set out above, we will tell you before we put the charges up by making an announcement or contacting you and if such increase is significant, we will let you end the service without having to pay the higher amount or a termination fee.

Any change to the charges as a result of our annual percentage increase of CPI plus 3.9% set out above won't give you a right to end the service without having to pay any increased charges or a termination fee.

#### Can my service change?

We may change your service from time to time as well as our terms and conditions – please see section 26 of our terms and conditions for more details.

#### What happens if my service changes?

We will make an announcement on our website or contact you if we are making any changes to your service or to our terms and conditions. If the changes we make have a significant effect on the service we supply to you, then you may cancel your service without having to pay a termination fee.

#### Where can I find KCOM's policies?

All KCOM's policies are available to view at [www.kcomhome.com/legal](http://www.kcomhome.com/legal).

### How to contact us

You can call us on 01482 602555 or email us at [care@kcom.com](mailto:care@kcom.com) or write to us at KCOM, 37 Carr Lane, Hull, HU1 3RE. There is also a live chat function available at [www.kcomhome.com](http://www.kcomhome.com). We are also able to offer a British Sign Language interpreters service. Please visit [www.kcomhome.com](http://www.kcomhome.com) for more details.

### Complaints

Our Complaints Code of Practice tells you how to make a complaint. This is available at [www.kcomhome.com/legal](http://www.kcomhome.com/legal).

These are the conditions of an agreement for us to provide you fixed line telephony, broadband, mobile, TV and other services. These conditions apply unless we have a separate standalone agreement on our website for any particular services we provide.

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 Customer Services or write to us. Our contact details are at the end of these conditions.

### **1. What services we will provide**

- > The services you receive 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 Automatic Compensation Policy.
- > You must comply with any conditions or service restrictions that apply to your service that are set out in the Price Manual.

### **2. When your agreement starts**

- > Once we have received your order, and we are happy to proceed, we will send you a Welcome Mail confirming the details of your service and giving you instructions on how to start using the service. Your agreement will start when we send the Welcome Mail and you have paid any deposit or advance payment that we have asked for.
- > We may 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;
  - > 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.

### **3. Your right to cancel**

You have a limited statutory right to cancel your agreement, any equipment you have purchased from us and any service you have agreed to take as set out in our Consumer Rights Information document on our website. You will have the same rights if we agree to a material upgrade to your services.

### **4. 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 10. 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 Technical Support. 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 the 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 31. 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 you take the service.

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

Your agreement with us will last for at least the minimum period that applies to your services, as specified in the Price Manual and confirmed in the Welcome Mail unless we have written to tell you differently.

### During the minimum period

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 can end your agreement during the minimum period by giving us 30 days notice. If you end your agreement during the minimum period, you will normally have to pay early termination charges to us. You can find information about early termination charges and how you can terminate your agreement on our website (at <https://www.kcomhome.com/products/broadband/early-termination-charges/>) and also in the Price Manual (at <http://pricing.kcomhome.com/>).
- > You can end your agreement if we do not provide the services for more than four weeks. You will not have to pay any early termination charges if you have ended your agreement for this reason.
- > You can end your agreement if we make a significant increase in our charges or if we make a significant change to the other terms of your agreement, as described in Sections 16 and 26. You will not have to pay any early termination charges if you have ended your agreement for this reason.

### Changing your service

If you change to a different service or bundle of services you may have to start a new minimum period for the service or bundle of services you are changing to, as described in the Price Manual. If you change to a different service or bundle of services you will be sent another Welcome Mail which will outline the new terms of your agreement.

### After the minimum period

After the minimum period, your agreement will carry on automatically until either of us gives at least 30 days notice to terminate the agreement. You can give notice to terminate by contacting us in one of the ways described in Section 31 to say it will end.

If you break any of the conditions of your agreement, we may give you notice to end the agreement 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 or call to 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 contact you. If we cannot contact you, we may terminate your agreement.

## 6. Equipment

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

If we provided equipment to you as part of your service the equipment shall remain our property until the expiry of the minimum period, unless we tell you something different. 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 not take ownership of the equipment we have provided, even if you have paid any early termination payments that apply. This is because our early termination payments have been calculated in a way that does not cover the cost of the equipment we supply.

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.

Where any software is provided with any equipment or otherwise as part of the service, you will be bound by and will comply with, and not put us in breach of, any applicable third-party licence terms (whether presented on or with the software or otherwise), and any other licence terms that we or any third-party licensor make you aware of from time to time.

## 7. Fibre Services

### Installation

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

- > We will make an appointment with you for any required installation of your fibre service.
- > If you are taking a fibre to the home service, a home visit by one of our engineers will be required if it is a new installation or if we otherwise decide we need to do a home visit. You will therefore need to be at home at the time this visit is booked in or arrange for someone else who is over 18 years old to be at home who has authority to give instructions to our engineer.
- > If you are taking a fibre to the kerb or VDSL service, a home visit by one of our engineers will not be required. We will let you know when your fibre service is due to be installed when it is a new installation - but you will not need to be at home for this.
- > If you are taking a fibre to the home service, we will install a new fibre connection to your property if there is not an existing fibre connection there. 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, if there is not an existing fibre connection there, 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 termination point.
- > Any new fibre connection or termination point we install and any existing fibre connection or termination point at your property will and does form part of our network on the same terms as apply to any other form of network connection, exchange line and telephone socket (except where we state any differences in these conditions or the Price Manual).
- > If you are connected to our network via an overhead feed, the entry point for a 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.
- > Any 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 any termination point we install or have installed. This will be in addition to any 13 amp mains power socket that is required for the router you use with your service. We will also provide you with a plug-in power cable to connect to the termination point for your fibre service, where this is needed. If you damage or remove this power cable, you must pay the cost of replacing or repairing it.

### Change from fibre service and fibre only properties

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.



Some properties might only have fibre connections. The following bullet points apply in respect of such properties:

- > If you order telephony or broadband services then they will be provided over fibre and we will not install a copper exchange line.
- > Telephony services provided over fibre will be the same as those provided over a copper exchange line except where we state any differences in these conditions or the Price Manual or otherwise.
- > If you have ordered a broadband service that would usually be provided over a copper exchange line, then we may provide you with a broadband service over fibre that is similar to the service that would usually be provided over a copper exchange line.

## **8. Residential Use**

- > The services we provide under this agreement are intended for residential use, unless we state otherwise in the Price Manual.
- > The exchange line we provide as part of your service will be identified as a residential exchange line on our systems.
- > You must not use your exchange line or the services for business purposes where you are the owner or part owner of such a business without our permission.
- > If you are a residential customer you may use your exchange line and the services in the course of your employer's business for the purposes of working from your home address provided that you obtain our prior consent.
- > You must not allow any third party to use your exchange line or the services we provide to you on a permanent or regular basis. In particular you must not resell any of the services we provide to you or any of the calls made using the service.

## **9. Telephony service**

### **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.
- > If we agree to let you have inclusive calls as part of a talk plan or Flex Package, you must not ask for or take any payment for letting someone else make inclusive calls over your exchange line. Inclusive calls are not provided for business purposes or any other use inconsistent with normal residential usage. Where we consider that you are in breach of this paragraph, we reserve the right to withdraw your inclusive calls.
- > If we agree to let you have inclusive calls as part of a talk plan or Flex Package, you must ensure that you use any inclusive calls within your talk plan or Flex Package with consideration for other users. You must not use inclusive calls irresponsibly by staying connected to a call for an excessive period. Where we consider that your use of inclusive calls is excessive, we reserve the right to disconnect your call. You will then have to re-dial if you want to continue the call.

- > A fair usage policy may apply to the inclusive calls we provide as part of a talk plan or Flex Package. Any fair usage policy that applies to your talk plan or Flex Package will be set out in the Price Manual.
- > 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 these restrictions.

### Text messaging service

- > Our text messaging service allows you to send and receive SMS text messages to mobile and compatible fixed line phones.
- > In order to use our text messaging service, you will need a compatible phone for use on your exchange line.
- > If you send or receive text messages using our text messaging service, you will be charged at the rates set out in the Price Manual.
- > We will not be responsible for any goods or services that you purchase from other people using our text messaging service.

### Caller line identity

- > Every call from your exchange line will automatically send your number across our network and to other communications 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 (if they receive their telephony service via another communications network). 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 Price Manual.

### 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 will receive our caller display service as part of your talk plan.
- > If you have a visual impairment, you may be eligible to receive our caller display service without charge. Please contact Customer Services for further information.

### Phone numbers and directories

- > We will tell you the phone number for your exchange line. This number does not belong to you, so you must not try to transfer it 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.
- > If you are taking service inside KCOM's original licensed network geographical area, we will normally include your name, address and phone number in the "Hull Colour Pages" directory. Details of this geographical area can be found in our Price Manual. We normally

update our directories once a year. We may agree to supply additional or special entries in the directory for an extra charge.

- > We do not publish local telephone directories for areas outside KCOM's original licensed network geographical area. If you are taking service outside KCOM's original licensed network geographical area, we will pass details of your name, address and telephone number on to BT, as detailed further below. If so, BT will normally include these details in any local telephone directory they publish for your area.
- > You can ask to go Ex-Directory so that your name, address and phone number do not appear in any telephone directories. You can also ask for part or all of your address to be excluded from your entry in any telephone directories. For further information about going Ex-Directory, please contact Customer Services.
- > If you have asked to be Ex-Directory:
  - > your name, address and number will not appear in any telephone directories;
  - > we will still make your name and address available to other information providers, as detailed 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 communications 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 making 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.

### Emergency Calls

- > Your telephony service will allow you to make calls to the emergency services. Where your telephony service is provided over fibre (see below) and there is a mains power outage, calls to emergency services (999 / 112) will only be possible over your fibre exchange line where you have a KCOM-provided ancillary power supply (e.g. battery back-up unit).
- > Where your telephony services are provided to a fixed location, we will give the postal address that we hold for that location on our systems to the emergency services when we transfer your call to them.

### Telephony services provided over fibre

- > In some areas we may provide our telephony services over a fibre exchange line, rather than copper. We will always let you know when we intend to provide your telephone service in this way.
- > You acknowledge and agree that the technical provision of our telephony services may be different in some ways when provided over fibre compared to copper, and certain service features that are available for telephony services provided over a copper exchange line are not available and are not provided for telephony services provided over fibre (those features are as stated in the Price Manual).

- > You acknowledge that where you provide a telephone handset to make calls, including calls to the emergency services that it must be capable of independent operation in the event of a mains power outage. Specifically, your telephone handset / base station must itself have an operable battery back-up unit. If your telephone handset (e.g. cordless phone) does not have an independent power source, it will not function in the event of a mains power outage.
- > Where your telephony service is provided over fibre it requires a mains power supply from your property to function. This mains power supply is used to ensure the correct functioning of our network equipment (network termination point) in your property. It is your responsibility to ensure that there is an uninterrupted mains power supply to our network equipment.
- > In certain circumstances, we will supply you with an ancillary battery back-up unit that will support the correct functioning of our network equipment for a limited period of time (one hour, with 20 minutes of talk time) in the event of a mains power outage. This ancillary battery back-up unit also utilises a mains power supply to maintain its charging cycle. It therefore must remain connected to a mains power supply which must be switched on at all times. Our ancillary battery back-up unit is not provided by default and we reserve the right to make charges for the supply of such units in circumstances where you are not identified by us as being at risk. In the event of such charges being applied they will be set out in our Price Manual.
- > If you are in any doubt about the circumstances under which you will be identified by us as being at risk, please contact us. By way of example, you will be identified by us as being at risk if you are solely reliant on your telephony service to make calls to the emergency services.
- > In the event that you do not ensure that there is an uninterrupted mains power supply to our network equipment and/or you do not ensure that the ancillary battery back-up unit is connected to a mains power supply, you acknowledge that you will not be able to make or receive any calls (including any calls to or from the emergency services).
- > If we supply a battery back-up unit to you;
  - > The battery back-up unit will be our property;
  - > You must take good care of the battery back-up unit and not tamper with it (for example by removing the batteries);
  - > You must let us know if a fault develops with the battery back-up unit.
  - > You must provide us access to your property where we need to repair a fault with the battery back-up unit.
- > For the avoidance of doubt, you acknowledge that that failing to keep the battery back-up unit in good working order and fully charged places you at risk of not being able to make emergency calls.
- > In certain circumstances, where you have been identified by us as being at risk, we shall service the battery-back-up unit at no cost to you on an annual basis. Where you have not been identified by us as being at risk, you are required to replace the batteries in the battery back-up unit where necessary and you may also request an appointment for an engineer visit in order to service your battery back-up unit, we reserve the right to charge you for such visit and servicing at our standard charge as set out in the Price Manual.

## 10. Broadband services

### Domains

- > You must tell us the domain name that you would like to use with the service and we will use all reasonable endeavours to allocate them to you or if they are unavailable such other domain name reasonably acceptable to you as are available.

## Email

- > If you use the email address we provide as part of the broadband service to send or receive emails, we reserve the right to delete any unread emails two months after receipt.
- > We may implement an additional element to the service, which will scan all incoming e-mails to see if they are unsolicited bulk commercial e-mails ("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.

## Installation

- > If we carry out a site visit to assist you with the installation of your broadband service, you must pay the installation charge set out in the Price Manual. You will not have to pay this charge if you carry out the installation of your broadband service without our assistance.
- > You acknowledge that;
  - > some technical limitations within our network or services may not become apparent until after the service has been installed and working for some time. In such instances, we may terminate your agreement on notice to you. In such circumstances, we will notify you of any alternative services we can provide to you, if any; and
  - > following activation of the broadband service on your exchange line you may suffer a temporary loss of telephone service. This will be reinstated following installation as soon as reasonably possible.

## PC or other device specification

- > You are responsible for ensuring that your PC or other device is of an appropriate specification and set correctly to use with the broadband service, as specified in the Price Manual. You shall be responsible for any additional telephone charges you incur either with us or with any other network operator as a result of your PC or device being set incorrectly. Details of our service numbers are available on our website.

## Router specification and corrective firmware

- > We will normally provide a router for you to use with the service. If you provide your own router, you are responsible for ensuring that your router is of an appropriate specification and set correctly to use with the broadband service, as specified on our website.
- > We reserve the right to push corrective firmware to any router we have supplied to you as part of your service where this is needed to help us manage your service or for any technical or security reasons. You must allow us to update or replace the software and/or firmware to any router we have supplied in this way. These updates will happen automatically and at no extra cost to you.

## Ownership and support of routers provided on or after 1st August 2019

- > If we provide a router for you to use with the service on or after 1st August 2019, the following conditions will apply;
- > We will retain ownership of the router at all times.
- > We will provide a lifetime warranty on any router we supply to you to use with the service. This means that we will repair or replace the router if it becomes faulty during the period you are taking the service from us. However, any deliberate or accidental damage to the router will not be covered. We will not be responsible for repairing faults on routers we have not supplied.

- > At the end of your agreement, you must return the router we have supplied to us or (if we choose) make it available for collection in a reasonable condition, allowing for fair wear and tear. If you fail to do this, you must pay the standard charge for replacing the router set out in the Price Manual.
- > The treatment of any routers we provided before 1st August 2019 will be as described in Section 6.

### Monthly usage allowance

- > If the service you receive is subject to a monthly usage allowance, you shall have sole responsibility for the monitoring of your usage and shall pay additional charges for usage over and above the monthly usage allowance for the service as detailed in the Price Manual. We do not accept any liability or responsibility for the charges that you may incur as a result of usage of the service, whether made innocently or with, or without, your consent or knowledge.
- > We will send regular warnings to you by notice to the email address which is listed on your account. You must ensure that you check your email account regularly for such notices. If you register for KCOM Online, you will also be able to check your broadband usage online (as described in Section 16).

### Use of service

- > You must only use or allow the use of the service in accordance with all relevant policies that we include in our literature and publish online including but not limited to the Acceptable Use Policy. We reserve all those rights in respect of investigating or intervening in the service that are specified in the Acceptable Use Policy.
- > You must not use any applications or additional services that we provide for use in conjunction with the service (including in particular any online backup service) for the purpose of unlawful file sharing with other Internet users.
- > The service is an “always on” service and any PCs or other devices that you connect to the service will be susceptible to hacking or other unauthorised access if they are not appropriately protected. We accept no liability for this. It is therefore your responsibility to install appropriate firewall protection for use with the service.
- > For security reasons, the service incorporates dynamic IP addressing as standard. However, certain services have optional static IP addressing.
- > The download speeds you achieve using the service will vary depending on a number of factors including the number of other users on line, general usage across the Internet, the quality of the connection to the Internet site you are using and the distance from your premises to the local exchange. We may also carry out traffic management in accordance with the information we publish on our website.
- > If you access the service from any of our Wi-Fi Hotspots, access to the service will be provided via the Wi-Fi Hotspot without any additional charges. You must use the username and password that was provided to you when you registered with us for provision of the services.
- > You will keep confidential any username or passwords provided to you in order to access the service, and will not disclose them to any other person for any reason. You will be responsible for any loss that arises from you losing, misusing or otherwise disclosing any such username or passwords. If you lose any such username or passwords, you should contact the Customer Services Team immediately. Please note that we are not obliged to issue a refund if you lose your username or password.

- > We shall be entitled to terminate the service immediately if we discover that:
  - > you have accessed the service using your username and password on multiple occasions, simultaneously;
  - > you have permitted (whether knowingly or not) a third party to access the service using your username and password; or
  - > you have permitted (whether knowingly or not) any third parties to access the service using a wireless connection over your exchange line for any reason other than the ordinary domestic and legitimate use of the service.
- > For the avoidance of doubt, connecting multiple devices to the service located at your premises or using a wireless connection over your exchange line, shall be considered an ordinary domestic and legitimate use of the service. However, your receipt of payment from third parties in consideration of them using the service, by means of a wireless connection over your exchange line, will not be considered an ordinary domestic and legitimate use of the service.
- > You may add an authorised contact to your account by contacting Customer Services or by adding an authorised contact on KCOM Online. By adding an authorised contact to your account, you are giving the authorised contact permission to access information about your KCOM Services through your KCOM Online account and/or over the phone. The authorised contact will be able to (i) view all of your account information on KCOM Online, (ii) report and discuss faults on your behalf, (iii) request changes to your service such as changes to your billing and contact details, upgrades to your Service, cancelling your Service and/or ordering additional services on your behalf and (iv) speak to our Customer Service and or Technical Support teams about the services we provide to You, and you consent to us dealing with the authorised contact for these purposes.

#### **Rate adaptation and stabilisation**

- > You acknowledge and agree that the line speed and the stability of the operation of your broadband service may be determined by:
  - > the characteristics of your exchange line, which include 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 speed of your equipment;
  - > the capacity available within our network, any third-party network or the internet generally; and/or
  - > our management of the network traffic and the priority that may be applied to your service.
- > If, for any reason, we should be required to visit your premises to assist with the installation of the services (or any fault reported thereafter), you may incur an additional charge.
- > You acknowledge that your line speed may be subject to rate adaptation. Rate adaptation can occur several times each day and may change the line speed available to you. Such changes in the line speed may re-set your connection to our network or the DSLAM.

#### **Web space**

- > You must only use any web space allocated to you as part of the service in accordance with the Acceptable Use Policy.
- > 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 backup copies of your web site. We accept no responsibility for loss of any such data or content which results from your use of the service.
- > The passwords 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 by using the domain name allocated to you. You must not reference your web space by a dotted IP address (e.g. 194.157.67.11). Domain names that are not sub-domains of www.heytoday.co.uk will not be made available for use with the service.

### Parental controls

- > Where we provide you with the use of parental controls software, you will be bound by and must comply with the Parental Controls Terms of Use (available on our website). We or our licensor of the software may terminate or suspend your use of the software if you do not comply with the Parental Controls Terms of Use. We may also terminate or suspend your use of the software if our licensor requires under our agreement with the licensor.

## 11. Mobile services

### Minimum period

- > Each mobile service you take will last for the minimum period that applies to that mobile service, as specified in the Price Manual. The minimum period that applies to each mobile service will commence on the date that mobile service is activated. When you agree to take a new mobile service, the minimum period that applies to any service or bundle of services you already take from us will not be affected by the new minimum period that applies to the mobile service you have taken.

### Supply of mobile equipment

- > When we provide a mobile handset or other mobile equipment to you as part of your mobile service, ownership of the equipment will pass to you on delivery (provided you do not exercise your right to return the equipment to us, as described in Section 3). However, you must continue to pay the service charges for your mobile service for the full minimum period, as described in the Price Manual.
- > 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. 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 O2, 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 should note 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; and
  - > we may have to alter the number of a SIM card, or any other name, code or number associated with the mobile service.
- > You acknowledge that we may be dependent upon third parties in providing the mobile service (including, without limitation, O2). We are not responsible for any failure caused by a failure of those third-party services.
  - > If you want to port or migrate a number to us 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.
  - > 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 interruption in your ability to receive calls on such numbers.
  - > You acknowledge that we may need to contact O2's technical support desk or the manufacturer or supplier of any of the mobile equipment with your details and details of any queries or issues you may have. This may delay the resolution of any problem you have with the mobile service.
  - > You may submit a request to us to port or migrate the number you use with your mobile service to another mobile service provider. If you do this, we will give you a PAC which you can then pass on to your new mobile service provider. If we issue a PAC to you, your mobile service will continue until the PAC is activated by your new mobile service provider, unless you have specifically asked us to terminate the mobile service at an earlier date. You will be responsible for paying the charges you incur for using the mobile service during the period up to the date on which the mobile service is terminated.

### Use of the mobile service

- > You must use the mobile equipment and the mobile service in accordance with our instructions and in accordance with any applicable fair use policy which we notify you of.
- > You must not use the mobile service:
  - > In any way in which the volume, frequency, duration and regularity of calls, texts and/or data to and from any number is disproportionate to the use which would be expected for the mobile service;
  - > To make nuisance calls or to send unsolicited advertising or promotional material;
  - > To transmit any material which is defamatory, offensive, abusive, obscene or menacing or which is intended to, cause annoyance, inconvenience or worry
  - > In any way which is which is illegal or unlawful, in breach of any statutory provision or regulation, 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 or the names of our suppliers into disrepute or in any way which intentionally causes damage or disruption to the mobile service or the mobile network.
  - > In any way which contravenes any acceptable use policy or other reasonable requirements which have been communicated to you

- > 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, OFCOM and any other relevant authorities 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. We will be entitled to provide your name and address and any of your account information to any such body.
- > You must not use any SIM card(s) supplied by us with a GSM gateway device unless and until we have obtained consent from our network provider to such usage. If you fail to comply with this clause this will be a material breach and will entitle us to suspend or terminate your mobile service and we may disconnect any such GSM Gateway without prior notice or liability to you.

### 12. Mobile broadband data services

Any mobile broadband data service you receive as part of your services 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 may also have to pay additional charges made by other network operators if you use the mobile broadband data service for roaming. These additional charges may be substantial.

You will be responsible for monitoring your mobile broadband data usage. If you register for KCOM Online, you will be able to check your mobile broadband data usage online (as described in Section 16).

### 13. TV services

#### Minimum period

- > The bundle for your TV service will last for the minimum period specified in the Price Manual.

#### Your STB

- > The STB we provide as part of your TV Service will be as specified in the Price Manual.
- > When we provide a STB to you as part of your TV service, ownership of the STB will pass to you on delivery (provided you do not exercise your right to return the equipment to us, as described in Section 3). However, you must continue to pay the service charges for your TV service for the full minimum period, as described in the Price Manual.
- > Our engineers will visit your property to install the STB and TV service. You must pay our standard installation charge for this service, as described in the Price Manual. If the telephone point and extension wiring already installed at your property are not suitable for use with the TV service we may need to install a powerline device. If we install a powerline device as part of the installation service you must pay an additional charge for this, as described in the Price Manual.
- > If the STB we provide breaks down or becomes faulty whilst you are taking your TV Service we will either repair or replace the STB for no additional charge to you. If we replace your STB, we will take ownership of your faulty STB and you will take ownership of the replacement STB we provide to you.
- > If your STB becomes faulty, you should call Customer Services. Our technical support team will then provide you with help over the phone to try to resolve your fault. If we are not able to help to resolve the fault in this way, we will ask you to bring the faulty STB into our Customer Centre in Carr Lane, Hull. If our technical support team are not able to resolve the fault they will then provide a replacement STB to you.

- > We do not guarantee that any replacement STB we provide to you will be new. We may provide a used or reconditioned STB as a replacement for a faulty STB.
- > We will only repair or replace a faulty STB if it is a STB that we have provided to you for use with the TV service. We will not repair or replace STBs that have been supplied to you by someone else. Our technical support team will check the serial number of any faulty STB to make sure that it is a STB that we have supplied to you for use with the TV service.
- > We will not provide a free repair or replacement STB where the fault with your STB has been caused by accidental damage, rough treatment, problems with power supplies or other environmental conditions. We will not provide a replacement STB where your STB has been lost or stolen. If this happens, you must continue to take your TV service for the remainder of its minimum period and you will be responsible for purchasing a replacement STB to use with the service.

### Your responsibilities

- > You must make sure that your property is suitable for the installation of our TV service. You can see further details of our requirements for the TV service in the Price Manual.

### The TV service

- > We do not provide the television, video or other interactive services you can receive using your STB and TV service. These are provided by third parties and not us. We do not control these third parties and do not take responsibility for the services they provide.
- > You may have to enter into additional contracts with third parties in order to receive services using your STB and TV service.
- > Some of the services you can receive using your STB and TV service will be “free to air” services. You will not normally have to pay any charges to receive these services. Some of the services you can receive using your STB and TV service will be chargeable, whether on a pay per view, pay per play or subscription basis. To receive these services, you will normally have to pay additional charges to a third party.
- > The range and content of the services you can receive using your STB and TV service will change over time. We are not able to guarantee that any particular services will continue to be provided or that the content of any particular service will not change.
- > We cannot guarantee that you will be able to receive or continue to receive any particular services using your STB and TV service. We do not control the technical characteristics or delivery requirements for any service you may want to receive using your STB and TV service and these may be changed by the third-party service provider from time to time.

### 14. Direct marketing calls and faxes

- > 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.
- > You can find more information about these national registers in the “Hull Colour Pages” telephone 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 0345 070 0707 or look at their website at [www.tpsonline.org.uk](http://www.tpsonline.org.uk).

### 15. Information we hold about you

- > You agree that your personal data may be processed by us, by other companies within our group and by selected third parties processing data on our behalf, in accordance with our Privacy Policy (available on our website) as updated from time to time. Such may include processing and transferring data outside the European Economic Area. This paragraph serves as your consent to us processing your personal data in the ways set out in our Privacy Policy.

- > We want to market the communications 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 Customer Services, KCOM, 37 Carr Lane, Hull HU1 3RE, call us on 01482 602555 or amend your marketing preferences in KCOM Online (if such option is made available to you). If you do not contact us and have not previously registered an objection, we will assume that you are happy for us to continue with all of these activities.

## 16. Charges

### 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 website. 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.
- > 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.

### 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 service

- > You can ask to change to a different service or bundle of services at any time by calling Customer Services.
- > If you change to a different service or bundle of services you may have to pay an additional charge, as described in the Price Manual.
- > If you change to a different service bundle of services you may have to take the service or bundle of services for a new minimum period starting on the date you change service, as described in the Price Manual.

### Receiving a bill

- > You can register to view your bills online at: <https://kcomhome.com/account/settings/register/> ("KCOM Online"). Additional terms and conditions shall apply in respect of your use of KCOM Online, as detailed on KCOM Online.
- > If you are registered to use KCOM Online, we will send an email notifying you that your bill is available to view through KCOM Online. We will send the email notification to the email address you have provided during your registration to use KCOM Online. You must provide us with a valid email address for this purpose and notify us of any change to your email

address through KCOM Online or by contacting Customer Services. Any email notification that we send to you, to the email address provided by you during your registration to use KCOM Online, will be deemed to have been received by you.

- > Information about the current level of your usage against the limits for the broadband and mobile data services included in your service will be available to view online at KCOM 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 KCOM Online.

#### **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 KCOM Online. 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.
- > You will normally receive your bill for rental charges once every month for the month to come. We normally bill all our customers for call charges once every month, but we may send you a bill at any time.
- > 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 Customer Services. However, you will still have to pay all of the charges that are correctly stated in the normal way.

#### **How you can pay our charges**

- > If your property is in KCOM's original licensed network geographical area you can pay your bills by any of the following methods;
  - > you can pay by using the PayPoint scheme that allows you to pay your bill in full at any shop displaying the PayPoint sign
  - > you can send a cheque to us at the address given in Section 28; or
  - > you can pay by Direct Debit.
- > We may give a discount to Customers who choose to pay their bills by Direct Debit, as set out in the Price Manual.
- > For customers making payment by Direct Debit, we adhere to the Direct Debit Guarantee.
- > If your property is outside of KCOM's original licensed network geographical area you will be required to pay your bills by Direct Debit only unless we give express permission to do otherwise.

#### **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 website;
  - > 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 31. 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.

#### **Additional terms that apply where you have taken services from us on or after 1 April 2021**

- > From March 2022, an annual price increase will be applied to the charges for the services except where set out to the contrary in the Price Manual. This annual price increase (rounded down to the nearest whole pence) will be calculated by multiplying the charges by a percentage comprised of i) the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figure), plus ii) 3.9%. This increase will take effect on or after 1st March 2022 if you're billed monthly; and on 1st March 2022 if you're billed quarterly and were not due to receive your usual quarterly bill in March 2022. If the CPI figure is negative in the relevant year we will only increase the charges by 3.9%.
- > Where you purchase more than one service from us and each is subject to an annual price rise, the amount of the price rise is calculated on each service separately.

#### **Connection and take-over charges**

- > If there is not already an exchange line at your property, you may need to pay a connection charge, as detailed in our Price Manual.
- > If you are moving into a property where an exchange line has already been installed, you may still have to pay a take-over charge, as detailed 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. 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 28. 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.
- > 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 a direct debit that we will help you set up.

### **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 quickly.
- > We will suspend any late payment fees in respect of the charges you have disputed for as long as it takes to resolve your dispute, provided you pay any undisputed charges (including the balance of any invoice disputed in part), in accordance with this Section 16.
- > If we are unable to resolve your dispute, you may refer the matter for resolution using our Complaints Code of Practice, as detailed in Section 23.

### **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. 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**

- > If you end your agreement during the minimum period that applies to your service, you may have to pay an early termination charge, as 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 if we are not sure you will be able to pay our charges. We will keep the deposit until the end of the minimum period that applies to your service. 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 if we are not sure you will be able to pay our charges. We may put all or some of your advance payment towards charges which you may owe us in the future.

## 17. 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 removed. 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 your exchange line that carries either a “CE” mark or, for certain equipment purchased before April 2001, an “Approved” label confirming that it complies with any relevant European standards.

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.

### 18. Extension wiring

Your 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 Customer Services.

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; and
- > 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.

### 19. 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 Automatic Compensation Policy. 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 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 Automatic Compensation Policy.

## 20. 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;
- > if a security threat or vulnerability affects our network or the services we can stop or suspend the services immediately without telling you;
- > 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 communication 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; and
- > we can transfer your exchange line to a different exchange.

We can terminate or suspend the services if our authority to provide them under the Acts 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.

## 21. 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 this agreement; 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 16).

### 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, 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 fail to notify us that any such proceedings have commenced against you.

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 16).

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.

## 22. Law

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

## 23. Complaints

If you want to complain about the services, please contact Customer Services. 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.

## 24. Settling disagreements

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

## 25. 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 29). 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 Automatic Compensation Policy.
- > 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 twelve month period. The compensation we pay under the Automatic Compensation Policy 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 Automatic Compensation Policy 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. In any event, the services are only intended for residential use, as described in Section 8.
- > 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 25, 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.

## 26. Changing your agreement

The following paragraphs apply to all changes except for changes to charges. For changes to charges, please see Section 16.

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 website;
- > 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 31. 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.

## 27. 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.

## 28. Notices

Unless it says something different in this agreement, if either of us needs to give a notice to the other, the notice must be delivered by hand or sent by first-class mail to:

- > you - at the address which we provide your services; or

> us - at KCOM, 37 Carr Lane, Hull, HU1 3RE.

Please address any notice you send to us to Customer Services.

Please note that you can always give notice to terminate your agreement by contacting us in one of the ways described in Section 31.

### 29. 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.

### 30. Additional Contacts

If you would like to add another person as an authorised contact on your account, then you can do so by contacting Customer Services. An authorised contact can make account decisions on your behalf but they cannot change your security question/answer, cannot add or remove an authorised contact or change the marketing preferences set on the account.

### 31. Contact us

You can write to us at KCOM, 37 Carr Lane, Hull, HU1 3RE.

You can email us at [care@kcom.com](mailto:care@kcom.com).

You may contact Customer Services on 01482 602555. The Customer Service Team is available Monday to Friday, 8am – 8pm, Saturday 8am–5pm and Sunday 10am to 4pm.

There is also a live chat function available at [www.kcomhome.com](http://www.kcomhome.com). We are also able to offer a British Sign Language interpreters service. Please visit [www.kcomhome.com](http://www.kcomhome.com) for more details.

### 32. Definitions

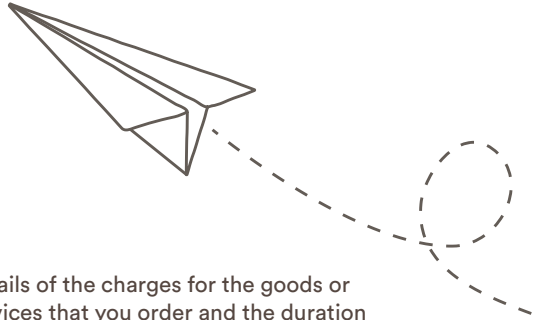
In these conditions, the following words have the following meanings:

Acceptable Use Policy	The acceptable use policy for our broadband services which we may amend from time to time and which we will publish on our website;
Acts	The Communications Act 2003, the Telecommunications Act 1984 and the Electronic Communications Act 2000, each as amended from time to time;
Agreement	The agreement between you and us to supply the services;
BT	British Telecommunication plc and any business or company it controls;
Automatic Compensation Policy	The automatic compensation policy for our services which we may amend from time to time and which we will publish on our website;
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 our broadband services;
DSLAM	Digital subscriber line access multiplexer;
Equipment	Equipment we provide to you as part of the service;
Exchange line	The equipment on our network which connects your property to the exchange we use to supply the services;
Extension wiring	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;
Fibre Service	One of our services that is delivered to your property using a fibre connection
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 network area	The city of Hull and the area around it, where we have installed our cabling;
Minimum period	The minimum period that applies to your service, 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 any service, as detailed in the Price Manual;
Network	The public communications networks we use to provide the services, which may include communications networks operated by other companies;
O2	O2 (UK) Limited whose registered office is at 260 Bath Road, Slough, SL1 4DX, registered number 1743099.
OFCOM	The official regulator of 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. Some of 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 speed 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, this resetting the line speed between the customer equipment and the DSLAM;
Property	Any place (including a room or part of a building) which you own or live in. It may include more than one site or building if: <ul style="list-style-type: none"> <li>&gt; you own or live in all the sites or buildings; and</li> <li>&gt; the distance between the boundaries of the two sites or building which are furthest away from each other is not more than 400 metres;</li> </ul>
Service(s)	Any communications or related service(s) or facilities we provide to you, as described in the Price Manual;
STB	The set top box we provide to you to use with our TV service, as described in the Price Manual;
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	A telephone point or other connection point (including any fibre or optical network termination point) which we install at your property and at which your exchange line terminates;
We, us, our	KCOM Group Limited whose registered office is at 37 Carr Lane, Hull, HU1 3RE;
Website or our website	Our website at <a href="http://www.kcomhome.com">www.kcomhome.com</a> , or any replacement website we operate;
Welcome Mail	The email or letter sent to you following your order which outlines details of the service, including price, contract length and key terms;
You, your	The person who asks us to provide the services and who is responsible for the rental and other charges. This includes anyone we this is acting for you and your personal representatives if you die. It does not include a person who just makes a call;
Your equipment	Equipment that is not part of our network and which you use or plan to use with the services.

# Consumer Rights Information



This document sets out important information in relation to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Regulations”). The Regulations apply to customers who are contracting with us for purposes which are wholly or mainly outside that customer’s trade, business, craft or profession.

## Who we are

We are KCOM Group Limited. Our address is 37 Carr Lane, Hull, HU1 3RE.

## Our services

KCOM provides a range of services including different Talk plans, telephone equipment, network based features, voice and data services. This includes internet (including broadband), mobile and hosting services. We have a dedicated network in parts of Yorkshire and parts of Lincolnshire, and indirect connections elsewhere.

Our website sets out further information on each of our products and will provide you with the details you need to better understand the products on offer. Our Customer Code of Practice on our website sets out all of our contact details if you need to contact us about our services. Our customer services number is 01482 602555; email is [customerservices@kcom.com](mailto:customerservices@kcom.com).

Details of the charges for the goods or services that you order and the duration of your contract and your obligations will be set out, or referred to, during the ordering process. Our Universal Conditions for Residential Services (or Pay As You Go Broadband Terms and Conditions if that is the service you have taken) and (if applicable) our KCOM at Home Conditions (available here: [kcomhome.com/legal](http://kcomhome.com/legal)) (the ‘terms and conditions’) set out important rights, obligations and details and govern your contract with us. You will be required to accept these terms and conditions as part of the ordering process. We are under a legal duty to supply any goods in conformity with the terms and conditions.

## Our policies

If you have any complaints when using the service you can raise them in accordance with the terms and conditions and our complaints handling policy. That policy, together with our Customer Code of Practice, Disconnection Policy, Cookie Policy, Acceptable Use Policy, Price Manual, Privacy Policy, and our other key policies and codes of practice that apply to our services, can be found on our website or by contacting us. Our Customer Code of Practice, in particular, sets out further information about technical assistance and other after-sales assistance and details.



# Your cancellation rights under the Regulations



## Right to cancel

You have the right to cancel your contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day that is either:

- a** in the case of a service contract, the day of the conclusion of the contract; or
- b** in the case of a sales contract, the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

If you reject any equipment, you will still be bound by any underlying service contract unless you cancel that contract as well.

If you exercise your right to cancel a material bundle or any other services you are taking from us.

To exercise this right to cancel, you must inform us (by contacting us at our address on the previous page, or by calling, emailing or faxing us) of your decision to cancel the contract by a clear statement (e.g. a letter sent by post, email or fax). You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication

concerning your exercise of the right to cancel before the cancellation period has expired.

## Effects of cancellation

If you cancel your contract, we will reimburse to you all payments received from you, including the costs of delivery if any (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than:

- a** 14 days after the day we receive back from you any goods supplied, or
- b** (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- c** if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel the contract.

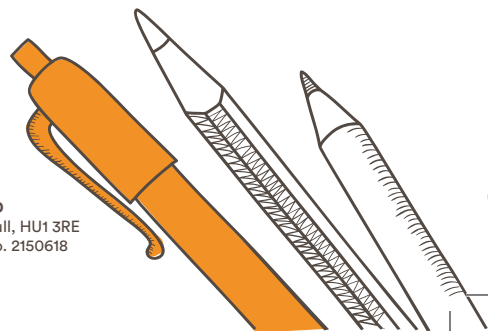
We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you have received goods in connection with the contract:

- a** You must send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of your contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.
- b** You will have to bear the direct cost of returning the goods.

- c** You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

For service contracts, if you have requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of your contract, in comparison with the full coverage of the contract.



# Model cancellation form

To KCOM, 37 Carr Lane, Hull, HU1 3RE, care@kcom.com:  
I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of  
sale for the supply of the following goods [\*]/for the supply of the  
following service [\*]:

Ordered on [\*/received on [\*/:

Name of consumer(s):

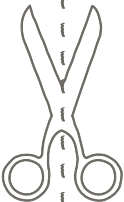
Address of consumer(s):

Signature of consumer(s):

Date:

([\*] Delete as appropriate)

**KCOM**



**KCOM**