# KCOM

## **Terms and conditions**

### **Consumer rights: cancellation terms**

You have the right to cancel your new service within 14 days after your installation date if you are a new customer or 14 days after your activation date if you are an existing customer entering into a new contract.

If you have taken any new equipment, this can be rejected within 14 days after the date of receipt, however your new service will continue unless this is also cancelled.

You must return all equipment rejected and/or provided under a cancelled service within 14 days of the date you tell us you're cancelling or rejecting. Any equipment not returned will be charged at the published price and KCOM doesn't cover the cost of these returns.

If you would like us to, we can start to provide the service within the 14 day cancellation period. If we do this, you will still be able to exercise your right to cancel at any time up to the end of the 14 day cancellation period. However, if you do cancel you will have to pay for any services we have provided up to the cancellation date (such as any installation charges, call charges or pro-rated monthly fees). In the alternative, you can ask us not to start to provide service until after the 14 day cancellation period has expired.

All the information on cancellations can be found on our website in the Consumer Rights Information document, along with a 'model' cancellation form. Here, you will also find the full terms and conditions that apply to your contract.

Once the cancellation period has passed, if you cancel your service within the contract term, you would pay the early termination charges appropriate to your package.

#### Important information on broadband speeds

If your speed is significantly lower than the range given you must report it to our Technical Support team.

The actual speed you receive can be influenced by a number of factors, such as: connecting wirelessly, the wiring in your home, the device you're using, and the website or services you're connecting to.

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 will also be confirmed to you when you take the broadband service.

Broadband speeds can be affected during peak times, and during major events such as TV or sporting events. During these times, you may experience slower speeds.

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If you consistently experience either download or upload speeds that are below the minimum speed that we have confirmed to you, and we are unable to remedy this within 30 days of you telling us about it, you will be able to cancel your agreement without paying early termination fees.

### **Universal Conditions for Service**

The full terms and conditions applying to your contract, together with a summary of key terms, are set out in the Universal Conditions for Residential Services at <a href="http://www.kcom.com/home/legal">www.kcom.com/home/legal</a>.

This also provides important information on your cancellation rights. Please ensure you download and save a copy for your future reference.

A copy of the Universal Conditions for Service will also be provided to you once we have processed your order.

#### Power cuts and battery back-up

Your landline will be delivered over the internet and needs an independent power source. We therefore recommend that you leave your optical network termination point switched on at all times. It's important to note that if your broadband or power supply fails you won't be able to make any landline calls including to the 999 emergency services so it's important you have an alternative means of making calls such as a mobile phone when this happens.

In certain circumstances, we will supply you with an ancillary battery back-up unit that will support landline calls for a limited period of time in the event of a mains power outage. Please contact us if you are reliant on your landline to make calls to the emergency services or have equipment such as a lifeline connected to your landline.