

PAY AS YOU GO (PAYG) BROADBAND TERMS AND CONDITIONS

These are the terms and conditions of an agreement for us to provide you with pay as you go ADSL broadband services (referred to as the “service” from now on). Pay as you go broadband is not available if you have a fibre connection.

1. The basics

- Where you are placing your first order for the service as part of our pilot scheme for the service, you must not currently be a customer of ours for any other services.
- The service may only be ordered online on our website. When you submit your first order for the service, you will purchase a router for the amount set out in the ordering process and you will receive or purchase a usage allowance as described in the ordering process, except that where you are placing your first order as part of our pilot scheme for the service the router and first usage allowance will be provided for no charge.
- We will then work out what we need to do to provide you with the service, send you the router and arrange for you to be connected to the service. We will try to do this within any time period we might specify to you.
- Once you have used your usage allowance, you will be required to purchase a top up by visiting our website (even if you placed your first order for the service as part of our pilot scheme for the service). You will not be able to use the service if you do not have any usage allowance available and You will need to purchase a top up each time you run out of usage allowance.
- We will do our best to give you the service with the quality you could reasonably expect from a competent communications company.
- You must comply with any conditions or service restrictions that apply to your service that are published on our website or which are otherwise made known to you.

2. When your agreement starts

- Your agreement will start once you have submitted your first order through the ordering process on our website and have made any required payment for the router and first usage allowance.
- Your agreement will then continue until terminated or cancelled in accordance with these terms and conditions and will apply to all use of the service and all further usage allowance top ups as well as your first order. For future usage allowance top ups, the new usage allowance will be available once you have submitted your order for such through the ordering process on our website and made your payment and once we have agreed to allocate the usage allowance to you.

3. Your right to cancel

You have a limited statutory right to cancel as set out in our Consumer Rights Information document on our website. Notwithstanding the Consumer Rights Information document, if you cancel the router then any inclusive usage allowance will be cancelled too.

4. Our broadband service guarantee

You will have the right to cancel your agreement during the first three months following your first order for the service if we are not able to provide you with a line speed within the range we quote for the service you have taken. If you exercise this right to cancel your agreement you will have to pay our charges for the service you have taken up to the cancellation date. Once those three months have passed, you will no longer be able to cancel.

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

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 service you are taking will also be confirmed to you when you take the service.

5. Equipment

You will take ownership of the router once you have paid for it in full (or on delivery where you are placing your first order for the service as part of our pilot scheme for the service), but we will take ownership back if you return the equipment, where Section 3 applies or where we otherwise agree or are required or entitled by law to accept its return and take ownership back.

We will retain ownership of any other equipment we provide to you, unless we state otherwise in writing.

The router and any other equipment will be at your risk from the time you take delivery of the router or other equipment. You will be responsible for all equipment provided to you and you must take care of it and ensure it does not get damaged.

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

6. Residential Use

- The service we provide under your agreement is intended for residential use only.
- Any exchange line we provide to facilitate provision of the service will be identified as a residential exchange line on our systems.
- You must not use the service for business purposes without our permission.
- You must not allow any third party to use the service we provide to you on a permanent or regular basis. In particular you must not resell any of the services we provide to you.

7. Exchange line

Pay as you go broadband is not available if you have a fibre connection.

Your property must be within the KCOM network area and a working exchange line is required for us to provide the service. If you do not have a working exchange line, we may agree to install one for you solely so that we can provide the service to you and we reserve the right to charge you for the cost of doing so. All calls will be barred and you will not be able to use the exchange line for any telephony purposes.

8. Services

Installation

- If we carry out a site visit to assist you with the installation of your service, you may be required to pay any installation charge set out in the ordering process or as otherwise made

known to you. You will not have to pay this charge if you carry out the installation of your service without our assistance.

- You acknowledge that:
 - technical limitations within our network or services may arise or become known to us before or during installation or may not become apparent until after the service has been installed and working at any time (and in such instances, we may suspend the service or terminate your agreement in accordance with Section 14 (Suspension or termination for technical or other reasons)); and
 - following activation of the service on your exchange line you may suffer a temporary loss of telephone service (if we offer and you take such a service separately). This will be reinstated following installation as soon as reasonably possible.

Device specification

- You are responsible for ensuring that any device you connect to or use with the service is of an appropriate specification and set correctly to use with the service.

Usage allowance

- You shall have sole responsibility for the monitoring of your usage. We do not accept any liability or responsibility as a result of usage of the service, whether made innocently or with, or without, your consent or knowledge.

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 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 may 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.
- 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. By adding an authorised contact to your account, you are giving the authorised contact permission to access information about your KCOM services over the phone. The authorised contact will be able to (i) have access to all of your account information, (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, (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 service is determined and affected 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.
- You acknowledge that your line speed will 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.

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.

9. 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 United Kingdom or 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 without limitation information relating to the size and make up of your bills. 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 through our website (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.

10. Charges

What you must pay us

- You must pay our charges for the services as detailed in our Price Manual, these terms and conditions and in the ordering process (as applicable). 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 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 internet usage made using the service whether you have used the service or someone else has.
- 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.

VAT

- Unless our Price Manual or the ordering process says differently, our charges do not include VAT. We will add VAT to your bill or to any payment collected from you.

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 or the payment taken from you is accurate.

When you must pay our charges

- You must pay any advance payments when we ask for them. You will be required to pay for the upfront charges stated during the ordering process (such as the router charge and usage allowance charges) by debit or credit card, or by any other method we make available to you, at the time you submit your order.
- You should pay any other charges as soon as you receive your bill or as soon as you receive notice that your bill is available to view through our website. You must pay for such other charges by contacting us and by using your debit or credit card or any other method we agree to. We may agree to give you more time to pay, but this won't affect any of our rights under your agreement.
- If we find any mistakes in the bills that we send you or the charges we quote in the ordering process, we will be entitled to send you amended bills or to request an amended payment at any time up to 120 days following on from the date the charges were payable.

- If you think there is a mistake in any of the bills that we send to you or in any charges you pay during the ordering process, you should contact Customer Services. However, you will still have to pay all of the charges that are correctly stated in the normal way.

Changes to our charges

- We can change the charges at any time. Such changes may, for example, be necessary to take into account any changes we make to the services we provide to you, 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 may have to let OFCOM know of any changes before we make them. We must also let you know the details of these changes as soon as possible, or within any time limits that OFCOM agrees to.
- 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 or state the new charges in the ordering process when you come to order a top up or place a further order for the service where appropriate;
 - 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 accept this as adequate notice. 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 announce the change in this way at least one month before the changes take place.

If the changes we make to our charges have the effect of causing a significant increase to the amount you pay for using our service, you will be able to terminate your agreement (or alternatively you can simply not place an order for any further top up usage allowance where the increase in charges applies to such). You will only be able to terminate your agreement in this way during the first two months after we announce the relevant change.

If you exercise this right to terminate your agreement you will have to pay our charges for the service you have taken up to the termination date but we will refund you for any usage allowance that you have left at the date of such termination if you ask us to do so within a reasonable time period.

Connection and take-over charges

- 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 or during the ordering process.

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 agreement by notifying us. 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 rates in our Price Manual.

Late payment

- If you are late in paying any of our charges that are not paid upfront during the ordering process, 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 or after you paid for them if payment was taken when you submitted your order, 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 but have not yet paid 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.
- If we are unable to resolve your dispute, you may refer the matter for resolution using our Complaints Code of Practice.

Refunds

Where we are required to refund you any sums, you agree that we may do this by cheque or any other reasonable method of 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:
 - all applicable charges during the period of suspension; and
 - the re-connection charge in our Price Manual or as otherwise made known to you, if we agree to reconnect your service.

We may also require you to pay all other outstanding charges that you have incurred and not paid, before we will agree to reconnect your service.

11. Your responsibilities

Looking after our equipment

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

Letting us into your property

- If our engineers need to get into your property, and they can show you their KCOM identity card, you must let them in. They will take reasonable care not to damage your property. We will not be responsible for doing any redecoration work that is necessary after we have fitted your wiring and termination point.
- If someone else needs to give their permission for our wires to cross their property, or for any of our equipment to be fitted, you must get their permission for us.

Connecting and using your equipment with our network

You must make sure that the equipment and devices you use in connection with the service are in good working order and suitable for use with our service. 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 or contractors;
- 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 service 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.

12. Repairing faults

- It is impossible to provide completely fault-free services.
- We will try to repair faults that are our responsibility quickly. 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 if we agree to do so), you may have to pay an extra charge. Our rate is in our Price Manual.

13. Our general rights

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

- we can change any name or code or access credentials we have let you use;
- if there is a war or national or local emergency, we can stop or suspend the service immediately without telling you;
- we can tell you how to use the service so that it is safe and does 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 service immediately without telling you;
- we can change the way we provide the service or change the service 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 service or change the service in order to protect our network or our customers from a security threat or any other serious risk;
- we can suspend the service to repair, maintain or improve our network; and
- we can transfer your exchange line to a different exchange.

We can terminate or suspend the service if our authority to provide under the Acts is withdrawn or amended in any way. We will refund you for any usage allowance that you have left at the date of any such termination if you ask us to do so within a reasonable time period.

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

14. Ending your agreement

Your agreement and your use of the service will continue unless we or you terminate or suspend your agreement or your service (as applicable) in accordance with any right we or you have to do so.

Suspension or termination for technical or other reasons:

We may suspend the service or terminate your agreement immediately at any time if:

- we cannot provide you with the service you have asked for (such as, for example, following your first order we discover and determine that we cannot provide the service for technical reasons or provision of the service is not viable for us). If the circumstances are not your fault, we will refund you for any usage allowance that you have left at the date of such termination if you ask us to do so within a reasonable time period; or
- you are not the legal owner or tenant of the property or you do not otherwise have the right or permission to order the service in respect of the property. In such circumstances, you will need to inform us of your relationship with the owner of the property or the other relevant circumstances. We will then determine whether we are able to provide services to you.

Termination for cause:

We may suspend the service or terminate your agreement immediately at any time if:

- you do not pay a bill or any charges in accordance with these terms and conditions or when we ask you to do so or you otherwise have an unpaid balance on your account under your agreement or in respect of any other agreement for services you have entered into with us;
- we believe you are using the services in ways that are prohibited under your agreement; or
- you are in breach of any of the provisions of your agreement or the provisions 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.

Termination for bankruptcy or insolvency

You must notify us immediately if your financial position changes. You must, for example, 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 service or terminate your agreement immediately at any time 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; or
- you are otherwise declared bankrupt, insolvent or have an administrative receiver or similar person appointed to deal with your affairs.

Termination for convenience

- If you do not want to use the service any more, you can simply use up your available usage allowance and not top up any further. Your agreement will still continue so that you can change

your mind and add top ups later unless you give us 30 days' prior notice that you want your agreement to terminate. If you do so, you must use up your usage allowance before your agreement terminates.

- We may terminate your agreement without cause at any time by giving you 30 days' prior written notice. We will refund you for any usage allowance that you have left at the date of such termination, if you ask us to do so within a reasonable time period (but you should try to use up your usage allowance within those 30 days).

15. Law

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

16. Complaints

If you want to complain about the service, 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.

17. 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.

18. 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 or where we are not otherwise responsible for the delay. If you think you may be entitled to receive compensation, you should call Customer Services to discuss this.
- 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 6 month period.
- We will not be responsible for any economic loss such as loss of contracts, loss of earnings, profits, data or business.
- We will not be responsible for any damage caused to equipment or apparatus that you connect to the service that is caused by the effects of any lightning strike, power surge or other electromagnetic interference or for any other loss that is caused in this way.
- Notwithstanding anything else in this Section, 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 or limit our responsibility.
- This agreement contains all of your and our rights and obligations. However, there are laws that English law requires to always apply and which cannot be excluded (including mandatory laws that are designed to protect you against a faulty service). These laws are included in the agreement where and to the extent that English law says they must apply.
- Each part of this agreement that excludes or limits our responsibility operates separately. If any part is disallowed the other parts will still apply.
- The parts of this agreement that exclude or limit our responsibility will also operate in the unusual event that our employees or contractors are negligent in carrying out their duties.

19. Changing your agreement

The following paragraphs apply to all changes except for changes to charges. For changes to charges, please see Section 10.

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 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 may have to get OFCOM's approval for certain changes.

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 and/or state the changes in the ordering process when you come to order a top up or place a further order for the service where appropriate;
- 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 accept this as adequate notice. You will also be able to get details of any changes by calling Customer Services.

If the changes we make to your agreement are significant, we will announce the change in this way at least one month 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 terminate your agreement (or alternatively you could simply not place an order for any further top up usage allowance). You will only be able to terminate your agreement in this way during the first two months after we announce the relevant change.

If you exercise this right to terminate your agreement you will have to pay our charges for the service you have taken up to the termination date, but we will refund you for any usage allowance that you have left at the date of such termination if you ask us to do so within a reasonable time period.

20. 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.

21. Notices

If either of us needs to give a notice to the other under your agreement, the notice must be delivered by hand or sent by first-class mail to:

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

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

22. 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.

23. Joint responsibility

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

24. Contact us

You may contact Customer Services on 01482 602555. The Customer Service Team is available Monday to Friday, 9am – 7pm and Saturday 9am – 5pm.

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

25. 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;
DSLAM	digital subscriber line access multiplexer;
exchange line	the equipment on our network which connects your property to the exchange that we use to supply ADSL broadband services;
OFCOM	the official regulator of the communications industry in the United Kingdom;
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 any other provider'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/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">• you own or live in all the sites or buildings; and• the distance between the boundaries of the two sites or building which are furthest away from each other is not more than 400 metres;
termination point	the point which we may install at your property or which is already installed at your property and at which your exchange line terminates;
our website	means www.kcomhome.com ;
we, us, our	KCOM Group Limited;
you, your	the person who asks us to provide the services and who is

responsible for the charges. This includes anyone we think is acting for you and your personal representatives if you die.