

# The Phone Co-op Terms and Conditions of Service for Residential Customers

## 1 DEFINITIONS

“**Agreement**” means these Terms and Conditions of Service (as amended by Us on occasions and as they apply to the Services You choose), Fair Use Policy, Acceptable Use Policy, the Price List and the Application Form and any supplemental Agreement (including, where applicable, any Service Level Agreement) that We may enter into with You regarding the Services.

“**Application Form**” means the Application Form completed by You or on Your behalf, whether electronically or otherwise, applying for a contract for Services with Us.

“**Airtime**” means wireless telecommunications Airtime and Network capacity procured from the Network Operator.

“**AUP**” means “**Acceptable Usage Policy**”. The AUP describes the principles that govern the use of Our Internet Services and is designed to help protect You, and the internet community, from irresponsible, abusive or illegal activities.

“**Broadband**” means Our Internet Service whereby You may gain direct high speed access to the Internet via Your phone line using ADSL (Asymmetric Digital Subscriber Line) technology according to the package You have selected.

“**Bundle**” means the text, minute, picture message, data or other package which You buy from The Phone Co-op for a pre-determined fee.

“**Call Package**” means a monthly call allowance with a monthly charge as detailed on Our Website.

“**Calls**” means the ability for You to make telephone Calls via Our fixed line telecommunications Network in accordance with this Agreement.

“**Charges**” mean the Charges for Services payable to The Phone Co-op by You in accordance with the Price List.

“**Commencement Date**” means the date upon which Services are first provided to the Customer.

“**Combined Package**” means a combination of Line Rental and Broadband and may include a Call package or another product.

“**CPS**” means a method used to allow Us to automatically route Your Calls over Our telecommunications Network.

“**Dongle**” means a USB modem or similar device to connect Your PC to the mobile network for accessing the Internet.

“**Equipment**” means the hardware, such as router, handset or dongle which is required to access any of the Services. Your Equipment may be recommended or supplied by The Phone Co-op or You may purchase the Equipment from an alternative supplier, dependant on the Services provided.

“**Fault Repair Service**” means the Service provided to allow You to report any line fault and Us to arrange repair. Details of the Service are described in the Price List.

“**Handset**” means a Mobile phone incorporating a SIM Card used for sending and receiving calls, text, email and accessing the Internet over Our Wireless Service.

“**Internet Service**” means the Phone Co-op electronic mail, electronic publishing, Internet access, Web and database hosting, managed servers and other internet based Services sold and distributed by The Phone Co-op Limited.

“**Line Rental Service**” means the Service to allow You to rent access to the main telephone line. Line rental is from the line card housed in a BT Exchange (or any Network telephony Equipment which provides substantially the same function), to the Network Terminating Point at the Premises.

“**LLU**” Local Loop Unbundling (LLU) is the process where the incumbent operators (BT and Kingston in the UK) makes its local Network (the copper cables that run from customers premises to the telephone exchange) available to other companies.

“**MAC**” means Migration Authorisation Code and is a 17 to 19 digit [unique identifier](#) code which is used to switch [Broadband](#) Service provider.

“**PAC**” means Porting Authorising Code and is a 9 digit number which is required to transfer a Mobile number between Service providers.

“**Minimum Period**” means in respect of each Service the first 12 months of the Service from the Commencement Date or the period set out in the Price List, or agreed with You, at the time of application. There is no Minimum Period for only purchasing Calls.

“**Mobile Line Rental**” means the Charges payable by You which forms the non-usage dependent part of the Airtime Charges.

“**Mobile Service**” means the Wireless Service, Mobile Line Rental and any Handset sold and supplied by The Phone Co-op Limited.

“**Monthly Data Usage Allowance**” means the amount of data usage available on Your Broadband Service without extra charge. We measure the total data transferred over Your Broadband connection, both download (receiving email, Web browsing, downloading files) and upload (sending email, file sharing). If You use more than Your allowance in a month, the additional usage is charged at the rate given in the Price List.

“**Network Operator**” means the Network Operator who operates the wireless telecommunications Network or Networks to which the SIM card is connected and from whom We procure Airtime.

“**Network or Networks**” means The Phone Co-op approved Networks for carrying Calls.

“**Our Website**” means <http://www.thephone.coop>.

“**Price List**” means the material published by The Phone Co-op which includes the prices and rates for the Service or Equipment.

“**Services or Service**” includes but not limited to Calls, Call Packages, Internet Services, Line Rental or Mobile Services provided by The Phone Co-op in accordance with this Agreement.

“**SIM Card**” means the subscriber identity module supplied by the Network Operator (and which will remain the property of the Network Operator) which identifies a Handset as belonging to You and is used to access Our Service.

“**SMS**” means Short Messaging Service, which enables text messages to be sent and received via Handsets connected to the Wireless Service.

“**Termination Notice**” means the notice to terminate this Agreement in accordance with The Phone Co-op Termination Notice - details can be found in Section 7.

“**The Phone Co-op**”, “**Us**” or “**We**” means The Phone Co-op Limited (Industrial and Provident Society Registered Number IP28965R). “**Our**” will be interpreted accordingly.

“**Third Party Operator**” means the operator of any telecommunications Network system over which We provide the Service.

“**Wireless Service**” means the provision by The Phone Co-op to You of Airtime.

“**You or Customer**” means the person entering into this Agreement, including any person We reasonably believe is acting on that person's authority, and who may be connected to the Phone Co-op internet, telecommunications or wireless Network, issued with usernames and passwords in order to access Internet systems, connect and rent space on The Phone Co-op server(s). “Your” will be interpreted accordingly.

## 2 OUR OBLIGATIONS

The Phone Co-op will:

Use all reasonable efforts to provide You with the Services by the date We advise You, though We do not guarantee that the Services will commence on that date;

Use all reasonable efforts to ensure the Services continue to be provided throughout the term of Your Agreement, though We do not guarantee the availability of Services;

Aim to provide high standards of customer Services within the hours published on Our Website;

Use all reasonable care and skill of a competent telecommunications Service provider to provide You with high quality Services. We will correct any failures in the Services as soon as it is reasonably practical unless the failure is caused by a reason covered in Section 4.2.2;

Use all reasonable efforts to maintain accurate records so as to ensure accurate billing.

Despite all reasonable efforts to ensure the availability and continuation of the Services We do not guarantee the availability of Services and accordingly We will have no liability to You, however occurring, in the event of any interruption to or failure of any Service(s).

We will endeavour to provide the same quality of Service to each Customer, without discrimination. We may carry out credit checks where necessary to help Us confirm your identity and decide whether to accept your application. Details can be found in Section 11.

## 3 YOUR OBLIGATIONS

You will ensure that :-

Your Equipment (to the extent that it is not provided or maintained by Us) is in good working order and complies with all the applicable standards and approvals so as to enable the provision of the Services; and

You do not use the Services for any improper purposes or in a manner which is offensive or for a purpose which is unlawful, nor allow others to do so; and

You do not permit or suffer Your employees or members of Your household to act or omit to act in any way which may injure or damage any persons' property or in any way which may cause the quality of the Services or any aspect of them to be degraded; and

You only use and connect phones, ducting, cables, sockets and other Equipment approved for use by Our approved Networks and which comply with all relevant legislation and regulations relating to their use; and

You do not use the Services for any purpose other than that for which they were designed or intended; and

You comply with this Agreement and any reasonable instructions We give You relating to use of the Services; and

You provide reasonable assistance to Us to enable Us to provide the Services; and

You obtain access to all appropriate sites for Our engineers and other of Our personnel at mutually agreeable times and allow removal, installation and maintenance of Our Equipment when requested by Us; and

You meet Your payment obligations set out in Section 6; and:

You pay Us for visits required by Us at rates listed in the Price List where the fault does not lie with Us or Our Equipment or when You damage Our Equipment; and

You will indemnify Us fully for and against all losses, liabilities, costs (including legal costs) and expenses which We may incur as a result of any misuse of the Services and/or the Equipment, whether by You or not.

You will indemnify Us against all losses, liabilities, costs (including legal costs) and expenses which We may incur as a result of any breach of Your obligations under this Agreement to a value equivalent to twice the value of the annual Charges paid by You in respect of one event or series of events in any calendar year.

The resale of Our products, Services or accounts is not permitted, without Our prior written consent.

## 4 PROVISION AND USE OF OUR SERVICES

The following sections relate to each Service where they are delivered to You. These Services are for home use only.

### 4.1 FIXED LINE CALLS

#### 4.1.1 General

We will supply You with telephone Services which may use an access code or CPS or LLU, calling line identity and another operator's exchange lines to route selected outgoing Calls over and via Our approved carrier Networks. Our approved carrier Networks will now mean the telecommunication systems operated by virtue of their licenses under Section 7 of the Telecommunications Act 1984 and any re-enactment or modification of this Act. Our acceptance under this Agreement is subject always to Our satisfying ourselves that We can provide the Services to

You, by carrying out a site survey, if appropriate. Should We find after a site survey that, for any reason, providing the Services is unacceptable to Us, this Agreement or an individual order may be rescinded by Us without any liability. We may prevent international or premium rate calls being made. If You want to make such calls then You can call Our Customer Services team. We may agree to these facilities available after making credit checks and We may ask You to pay a reasonable non-interest bearing deposit as security against any monies You may owe Us in the future prior to allowing You to make such calls.

#### **4.1.2 Call Packages**

These Services are made available to You on the condition that You do not: (i) make the Service available to any person on a commercial basis; or (ii) use the Service or allow the Service to be used for any purposes outlined in Section 3.

Call Packages - Calls to telephone numbers included in your package are free for the first 60 minutes of each call and thereafter charged per second at a rate given in the Price List. Calls to Premium Rate Services, the Channel Islands, the Isle of Man, mobiles and to the ordinary geographic numbers of Internet Service Providers will be charged at the rates in the Price List.

We will bill You for the Service in accordance with the relevant terms, tariffs, rules and Charges applying at the time the Service is billed. For the avoidance of doubt, the Service is only available to residential customers. At Our discretion We may determine that Your usage of the Service does not accord with that reasonably expected of a residential customer. In which case, You may: (i) no longer be considered a residential customer; (ii) have Your access to the Service suspended in accordance with the terms of this Agreement; and (iii) be charged and billed in accordance with Our then applicable standard tariff to the extent Your usage of the Service exceeds that reasonably expected of a residential customer. We will inform You before We start charging You in accordance with Our then applicable standard tariff under Section 6.

#### **4.1.3 Call Bundles**

Each Bundle lasts for one calendar month. Your Bundle will automatically be renewed each month for a further month. You may end a Bundle up to 10 working days before it is due for renewal by contacting Customer Services. If You do, We will end it on the Bundle's renewal date. You will be liable for all Charges incurred up to the Bundle's renewal date, regardless of when You give notice of cancellation.

We may need to change or withdraw any element of the Bundle as a result of changes made by Our suppliers or if the Bundle is uneconomic, technically impractical, unfeasible or otherwise not fulfilling its purpose to You or Us. If We do, We will give You as much notice as We reasonably can.

If Your Bundle is renewed, or changed to a different Bundle, unused allowance in Your existing Bundle will not carry over to the next month. If You end Your Bundle or change to a different Bundle You will not be able to use any unused allowance.

Any Calls outside or in excess of Your monthly Bundle's allowance will be subject to additional call Charges set out in Our Price List.

## **4.2 LINE RENTAL**

### **4.2.1 Provision of and use of the Service**

If You take up Our Line Rental Service You must also take Our Call Service. We may take action to ensure all Calls are carried over Our Network.

If We provide the Line Rental Service to You then You authorise Us to act on Your behalf in all dealings with any Third Party Operator in connection with any matter that enables Us to provide or to continue to provide You with the Line Rental Service.

The Line Rental Service may be affected by circumstances We cannot control. For this and any other reason, We cannot guarantee that the Line Rental Service will be free of faults or interruptions, timely or secure.

Certain Services which are provided by Third Party Operators may not be compatible with the Line Rental Service. You should be aware that such Services may be automatically removed from Your line during set up and may no longer be available to You.

You agree to follow any reasonable instructions that We may give You about the Service. This includes giving Us or a Third Party Operator access to Your premises.

You will agree to get any permission needed from someone else, for example Your neighbour or landlord, if We have to cross their land or put Our Equipment on their premises.

You accept that You do not own any telephone number We make available to You.

### **4.2.2 Faults with the Line Rental Service**

If You suffer or suspect a fault with the Line Rental Service then You should contact Our Customer Services Team. If You try and contact any Third Party Operator it is likely that they will ask You to contact Us.

We will work on any fault that is reported to Us according to the Fault Repair Service We have agreed to provide to You. The Fault Repair Services are explained in Our Price List.

You agree that You will be responsible for all Charges that You incur or We incur on Your behalf in repairing the fault with the Line Rental Service unless the fault is the result of any act or omission of Us or a Third Party Operator. Line Rental does not cover the replacement of internal or external wiring damaged accidentally or maliciously.

If We decide that an engineer should be sent to Your premises in connection with a fault and that engineer arrives within an agreed appointment time, You will incur an administration fee if You are not available at the agreed time.

If an engineer attends a fault and decides the fault is with the Equipment owned by You then You will be charged for any work carried out and the engineer may disconnect the Equipment.

### **4.2.3 Charges**

You must pay Us rental from the day We supply the Line Rental Service. We will usually ask You to pay the rental in advance. The rental will depend on how We classify Your line. The classifications are explained in Our Price List.

## **4.3 INTERNET SERVICES**

### **4.3.1 The Service**

We will issue to You user name(s) and password(s) and electronic addresses so that You may use the Service.

We reserve the right to make changes to the specification of the Service without notice. We may delete any email held using email addresses you have registered with Us if you have not accessed your email for more than 3 months.

Unless otherwise notified, Your Service contract will be renewed on an annual or monthly basis depending on the Service provided and as outlined in the Price List.

It is Your responsibility to keep Your password(s) secret. If a third party uses Your name and password with or without Your consent, then You will be responsible for any costs incurred.

#### **4.3.2 Service Limitations**

You are responsible for ensuring that the data contained in Your Web space does not break any UK or International law and for keeping backups of Your own data.

We do not hold any responsibility for loss or corruption of customer data, for any reason.

We reserve the right to remove a site or material from a site under any of the following circumstances:

- Data contained on the site is suspected to be illegal.
- The site gets an abnormally high number of hits for the type of hosting Service.
- You close Your account or Your account is suspended for any reason.
- The presence of the site adversely affects, in any way, Our ability to provide its Services to other customers.
- Content on the site is considered malicious or abusive.

You will not use the Service nor permit the Service to be used for the transmission or publication of information (including images and sound files) which is criminal, defamatory, or in breach of Our AUP or a third party's intellectual property rights or rights of confidentiality, and will indemnify Us for and against all losses, liabilities, costs (including legal costs) and expenses which We may incur in the event of such information being transmitted or published. We reserve the right to remove files without notice if We suspect they are in contravention of the Agreement.

You undertake to comply with all rules, regulation and laws relating to the Service or its use including the Data Protection Act 1998.

You must not use the account(s) provided to You for the purpose of obtaining unauthorised access to any computer or Service, nor disclose any passwords provided to any third party, for any reason other than by order of the Court.

#### **4.4 USAGE POLICIES**

Our Fair Use Policy and Acceptable Use Policies form part of this Agreement and are published on our Website.

#### **4.5 BROADBAND SERVICES**

##### **4.5.1 Availability**

Availability and activation of the Service is subject to survey. We will send confirmation or otherwise by email prior to activation. If confirmed, the activation will proceed automatically. There is a possibility that activation of the Service may result in You experiencing a temporary loss of Your analogue line.

We cannot continue to provide the Service to You if You choose to terminate Your telephone Line Rental, or You change the Services on the telephone line so that Broadband cannot be enabled. Nevertheless, if this happens, You will continue to incur Charges until You have terminated Your Agreement in accordance with these terms.

##### **4.5.2 Equipment**

It is Your responsibility to install the Equipment and We recommend that You complete installation as soon as You have confirmation of activation from Us. If You purchase or receive Equipment from Us and it is faulty upon arrival, You must notify Us as soon as possible, so that a replacement can be sent. Further details are in Section 4.7.

##### **4.5.3 Minimum Specifications**

Where the Service is successfully activated, but You are unable to use the Service because either (i) You have not met the Minimum Specifications We informed You of during the registration process; or (ii) You have not purchased or installed suitable Equipment, which will be determined solely by Us, then You will incur Charges from the date the Service is activated; and We will not be responsible for any Equipment or any other products that You have purchased but cannot use. You will continue to incur Charges until You have terminated Your Agreement in accordance with these terms.

##### **4.5.4 Monthly Data Allowance**

Depending on which Service You have, there is a set Monthly Data Usage Allowance. The total volume of data transferred over Your connection, both download (e.g. receiving email, Web browsing, downloading files) and upload (e.g. sending email, file sharing) is measured. Exceeding this allowance incurs Charges as set out in the Price List. We may apply a maximum Monthly Data Usage Allowance. If We apply a maximum then the details will be set out in Our Fair Use Policy.

We will use reasonable endeavours to notify You via email before and after this allowance has been reached during a monthly period. It is Your responsibility to provide Us with a working email address, and to check these for notifications. The timeliness, accuracy or delivery of these notifications does not affect Your liability to pay for Charges incurred if the monthly data allowance has been exceeded.

If You use third party software to monitor Your data usage this may be a useful guide, however it may not give a wholly accurate reading. We cannot accept any responsibility if You incur additional usage Charges not indicated by such software, which subsequently prove to be incorrect.

##### **4.5.5 Performance**

We can provide You with Our Broadband Service, however, We cannot guarantee that maximum transmission speeds can be obtained at any time; nor can We guarantee that, where You are eligible to receive a speed upgrade, the upgrade can be successfully completed within the indicated timelines; however We will use all reasonable endeavours to inform You of any issues, and attempt to resolve them, as soon as is reasonably possible.

Performance is dependent on line length and line conditions. As line conditions will vary, so the line rate will vary, and may deteriorate over time.

Due to contention on the telecommunications Network and other factors outside Our control the speed of Service may vary from time to time. In addition the speed and limitations of Your chosen access Equipment may affect the Transmission Speed that We can provide You.

The available speed is dependent on the actual Network capacity available at that time, and data throughput equal to the maximum line rate may not be reached on some lines provided with the Service.

#### **4.5.6 Security**

We cannot guarantee security and strongly recommend that You make use of personal firewalls and other security software, such as anti virus software, to safeguard Your computer.

#### **4.5.7 Regrading Your Broadband Service**

You may apply to upgrade or downgrade Your Broadband Service at any time. Changes to Your Broadband Services may incur a charge as indicated in the Price List. Your new Broadband Service may commence on the first day of next calendar month following the date We receive of Your application.

### **4.6 MOBILE SERVICES**

#### **4.6.1 Service Standards**

You acknowledge that We are entirely dependent upon Our suppliers and the Network Operator in relation to the quality of Airtime, in terms of line clarity, and call interference and the geographic extent of Airtime coverage and local geography, topography and/or atmospheric conditions and/or other causes of physical or electromagnetic interference that may from time to time adversely affect the provision of Airtime.

#### **4.6.2 Provision of and use of the Wireless Service**

On acceptance of an application by You, We agree and undertake to use reasonable endeavours to provide the Wireless Service on the following terms:

We will provide the Wireless Service by a date which We will specify. If You request any change to Your application then We may need to determine a new date for provision of the Wireless Service. All dates for provision are estimates only. We accept no liability for failure to meet any estimated date for provision.

We will operate a fault repair Service in respect of the Wireless Service but not of Your Handset if this has not been purchased from Us. You should report any faults in the Wireless Service to Customer Services.

We will provide the Wireless Service to You and will use reasonable endeavours to procure the Service from the Network Operator on a 24 hour a day 365 days per year basis and connect and activate each SIM Card on to the Wireless Service and to allocate numbers appropriately to each SIM Card.

You agree not to use the Wireless Service for the purpose of marketing or advertising.

You agree not to use Your SIM card in, or connected to, any device that is not Your Handset or Dongle.

You agree not to use the Wireless Service in any way that adversely impacts the Service to our customers.

You agree that We are acting as a Wireless Service provider and as such have no knowledge of, involvement with, or liability for the specific content of any SMS text messages sent to You.

The SIM card provided by Us may have been programmed so that You will not be able to use overseas networks or to make international or premium rate calls. If You want to make such calls then You can call Our Customer Services team. We may agree to these facilities available after making credit checks and We may ask You to pay a reasonable non-interest bearing deposit as security against any monies You may owe Us in the future prior to allowing You to make such calls.

#### **4.6.3 Bundles**

Each Bundle lasts for one calendar month. Your Bundle will automatically be renewed each month for a further month. You may end a Bundle up to 10 working days before it is due for renewal by contacting Customer Services. If You do, We will end it on the Bundle's renewal date. You will be liable for all Charges incurred up to the Bundle's renewal date, regardless of when You give notice of cancellation.

We may need to change or withdraw any element of the Bundle Service as a result of changes made by Our suppliers or if the Bundle Service is uneconomical, technically impractical, and unfeasible or otherwise not fulfilling its purpose to You or Us. If We do, We will give You as much notice as We reasonably can.

You may only have one Bundle type per Mobile phone number at any time. Bundles are non-transferable and cannot be exchanged for cash.

You can change your tariff or Bundle a maximum of once per month, provided that You move to a tariff or Bundle with the same or greater Minimum Period. If You move to a tariff or Bundle with a greater Minimum Period then your current Minimum Period will be extended accordingly.

If Your Bundle is renewed, or changed to a different Bundle, unused allowance in Your existing Bundle will not carry over to the next month. If You end Your Bundle or change to a different Bundle You will not be able to use any unused allowance.

Any voice call, text, picture message or other use of Airtime outside of or in excess of Your monthly Bundles allowance will be subject to additional call Charges set out in Our Price List or on Our Website.

The 'Unlimited Texts' tariff allows You to send unlimited texts sent in the UK to UK mobiles and for private, personal and non-commercial purposes and may be subject to a Fair User Policy as described in the Price List. International texts, texts to shortcode services, group text, and picture messages are excluded from this Bundle. If We reasonably suspect You are not acting in accordance with this policy We reserve the right to impose further charges or disconnect your SIM or your tariff.

#### **4.6.4 Lost or Stolen SIM cards**

You undertake that throughout the Service Period You will notify Us immediately (and to confirm in writing) on becoming aware that any SIM card has been lost or stolen or that any person is making improper or illegal use of the Wireless Services. You will be responsible for any Charges incurred as a result of unauthorised use of any SIM Card, or the information contained within a SIM Card, until We have suspended the Service. Replacement SIM cards will incur a charge set out Our Price List.

#### **4.6.5 Handsets and Dongles**

It is Your responsibility to set up your Handset or Dongle and We recommend that You set up your Service as soon as You have confirmation of activation from Us. If You purchase or receive Equipment from Us and it is faulty upon arrival, You must notify Us within 21 days of receiving the Equipment, so that a replacement can be sent.

#### 4.6.6 Charges

You must pay Us Mobile Line Rental or Bundle Charges from the day We supply the Wireless Service. We will usually ask You to pay the Mobile Line Rental in advance. The Charges will depend on which tariff or package You choose. The prices and tariffs payable by You for Mobile Services are as set out in the Price List.

We reserve the right to disconnect the Wireless Service on any SIM card should there be no usage in two consecutive calendar months. We will use reasonable endeavours to notify You in the event of this occurring.

Save for when expressly stated otherwise, You may call Us to give notice that You wish to end your 30 day contract or change tariff at any time, and this will be effective 30 days after We receive your notice. You will be required to pay the applicable monthly charge for your tariff until the end of this 30 day notice period.

If We or You disconnect or terminate Service within Your Minimum Period, or You discontinue to use the Wireless Service then You will still be liable for the Mobile Line Rental or Bundle until the end of the Minimum Period.

#### 4.7 PROVISION, USE AND RETURN OF EQUIPMENT

We will use all reasonable endeavours to ensure that all Equipment, including routers, Handsets and Dongles, are delivered in full working order; and perform in accordance with the manufacturer's description and specification.

If You ordered from Us either over the Internet, by telephone, by mail order or by any distance selling method You may cancel the order pursuant to the Consumer Protection (Distance Selling) Regulations 2000 at any time up to seven working days after we accept Your application, provided that You notify Us in writing of such cancellation.

Any Equipment that is faulty within 21 days can be returned for credit or replacement. If We have supplied You with any Equipment with or without that You wish to return, You must first call our Customer Services. You must then return the goods to Us according to the instructions given by Our Customer Services.

We will issue You with a refund for any purchased goods within 30 days of You contacting Customer Services. This refund will only apply to the purchase price of the goods; We will not refund the cost of returning them to Us unless they are either faulty or substitute goods provided because ordered products were not available.

If You do not return all the goods You have received, We shall be entitled to charge You for the costs We incur in collecting them from You.

Each Equipment is guaranteed according to the manufacturers' warranty. This guarantee does not extend to fair wear and tear. If You report a fault during any guarantee period, We will advise You how and where to send the device for repair provided always that:

- The Equipment, and any software associated with it, has been used always in strict accordance with Our or the manufacturer's/supplier's instructions and advice; and
- The fault is not due to damage (including lightning, electrical and accidental damage) or the actions or inaction of any party other than The Phone Co-op.

Our obligation to supply and support Equipment will cease as and from the date of any Termination Notice.

Acceptance of the Equipment by You will take place when You take delivery or possession. Risk in the Equipment will pass to You upon delivery and You will be liable for any loss or damage of the same as and from the time when it is delivered to the delivery location specified in the application unless the damage is caused by Our negligence.

Where Equipment is provided to You on a chargeable basis then, notwithstanding delivery and acceptance, title in the Equipment will not pass to You until the date upon which all invoices relating to it have been paid to Us in full. We reserve the right to withhold delivery until invoices relating to the Equipment have been paid in full.

Unless and until title in the Equipment has passed from Us to You, You undertake not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the Equipment in any way.

We reserve the right to add to, substitute, or to discontinue any Equipment at any time. We do not guarantee the continuing availability of any particular device and (as You acknowledge) may be dependent upon third parties in this respect.

If You disconnect or terminate the Service within the Minimum Period, where Equipment is provided to You on a free of charge or subsidised basis, then We may levy a charge as set out in Our Price List.

#### 4.8 COMBINED PACKAGES

Combined Packages offer a single price for Line Rental, Broadband and may include a Call Package. We will bill You for the Services in accordance with the relevant minimum terms, tariffs, rules and Charges applying at the time the Service is billed. The Services may be still individually priced on Your bill.

#### 4.9 LLU

We may offer fixed line Services on the LLU Network. Whether We can offer You this Service will depend on the location of Your line. On the day that We transfer You to the LLU Network, You may experience a temporary loss of Service of up to 8 hours. Afterwards, You may also have to re-set Your access numbers and/or passwords.

Unless You have agreed previously to take a Combined Package, We will seek to inform You prior to transferring You to the LLU Network and You will have the right not to be transferred.

If You have been transferred to the LLU Network, You need to be aware that:

You may no longer be able to use some telecommunications Services You purchase from other telephone providers, such as indirect access Services (whether using the BT 1280 or other indirect access codes);

You will no longer be able to use Broadband or Line Rental Services from other providers. We will not be liable for any Charges which may arise as a result of the termination of Your contract with Your existing providers for those Services;

If You want to switch one or more of Your Services to another telephone provider, We may have to provide Your remaining Service(s) through another Network. You accept that You may have to pay additional Charges for receiving Services from Us in that case.

## **5 WARRANTIES AND LIMITATION OF LIABILITY**

To the extent that all or any part of the Services are faulty, unavailable, or interrupted We will use reasonable endeavours to correct such faults. We will not be liable for faults in Your telecommunication Equipment which result in Us being unable to provide the Services.

Our liability to You will not extend any further than as set out below.

In no circumstances will We be liable to You or any third party for any loss of profits, revenues, business or anticipated savings, indirect or consequential loss or data being harmed or lost, whether actual or expected profits, revenues and savings whether in breach of contract, tort (including negligence) or otherwise. In the event of a failure in the Services We will not be liable if You direct Your traffic or Services to another Service provider for any additional costs or losses of doing so.

We will not be liable for any failure of performance of the Services for reasons beyond Our reasonable control including but not limited to default or failure of a third party (including Our approved carriers, public telecommunication operators or maintainers), government actions, failure in the supply of third parties access or other events of force majeure.

Any liability We may have of any sort (including any liability due to but not limited to Our breach of contract or negligence) will in no circumstances exceed twice the value of the annual Charges paid by You in respect of one event or series of events in any calendar year.

We do not exclude liability in relation to death or personal injury caused by Our negligence.

This Section sets out Our entire liability in relation to this Agreement. All other express or implied terms, conditions or warranties (whether statutory or otherwise) are hereby excluded to the fullest extent permitted by law. The provisions of this Section will continue to apply even when this Agreement terminates or expires.

Each part of this Agreement that excludes or limits Our liability operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply.

## **6 CHARGES AND PAYMENTS**

We will prepare and send invoices in respect of Charges under this Agreement.

We will send You Your first invoice after We provide the Service which will itemise Charges for Services and provide other relevant Charges and information. We will send You further invoices monthly, but We may send You an invoice at any time. We will include all Charges on Your next invoice where possible, and in any event as soon as We can.

The prices and tariffs payable by You for Services are as set out in the Application Form and/or the Price List. Unless We expressly agree otherwise any and all Charges are inclusive of VAT. We reserve the right, without notice, to change the prices in the Price List as a result of VAT rate changes.

Call Charges will be billed monthly in arrears and are due for payment 21 days from the date of the invoice. You will pay the Charges for the use of the Services authorised by You.

All Services are subject to a Minimum Period. No refunds will be offered during the minimum term.

Where any Service is terminated (however that may happen) You agree to pay to Us any cease charge where Our Third Party Operator levies such a fee against Us.

If payment is not made when due We may, without prejudice to its other rights, charge interest at the rate of 4% above the base rate from time to time of Co-operative Bank plc on any amount You fail to pay from the date when payment was due until the date of the actual payment. Interest Charges are in addition to applicable tariff debit discounts for late payment.

## **7 DURATION AND TERMINATION**

This Agreement will commence on the Commencement Date and will continue for the Minimum Term and thereafter throughout the Service period until the same is brought to an end by means of a Termination Notice.

### **7.1 TERMINATION BEFORE ACTIVATION**

If You ordered any Service from Us either over the Internet, by telephone, by mail order or by any other distance selling method you may cancel this Agreement pursuant to the Consumer Protection (Distance Selling) Regulations 2000 at any time up to either ten working days after receiving these terms and conditions for any Service, or two (2) working days before our supply of that Service to you commences if sooner, provided that you notify us in writing of such cancellation. In the event of cancellation during the cooling off period, this Agreement is treated as if it had not been made. However You will lose the right to cancel during the cooling off period once the Service is activated or You use the Service which ever is earlier. We will do Our best to cancel Your Service if We receive Your notification, however, You must pay for any Charges incurred, including cease Charges and/or return Equipment supplied as part of Your Service, as applicable, or any additional set up Charges incurred by Us.

### **7.2 TERMINATION AFTER ACTIVATION**

#### **7.2.1 Termination of Account including all Services**

After the Minimum Period, You may end this Agreement by giving 30 days notice by calling Our Customer Services. You acknowledge that termination of Your account will only be valid if You notify Us in this manner. The end date of all Services will be 30 days after the day We receive notification and You will be charged for Services during this period. If You terminate the Service within the Minimum Period (where applicable) then You must immediately pay the rest of the Charges due in the Minimum Period or any termination fee stated in the Price list, whichever is less. In addition, if Your Service has been discounted (for example, if You applied for an extended Minimum Period) then You must pay back the total discount applied to Your Services. If You change Your mind and want to retain Your account You can reverse the Termination Notice without interruption to the Services and without incurring any additional Charges up to 20 days after You provided Us with Your Termination Notice.

If We receive a Termination Notice and You use Our Line Rental Service, then, unless otherwise instructed or the line transfers, Your line(s) will cease 30 days after the notification.

#### **7.2.2 Termination of individual Services**

It is Your responsibility to terminate any Service which is no longer required. The notified Service will cease 30 days after the day We receive notification and You will be charged for all Services during this period unless otherwise agreed. If You terminate the Service within the Minimum

Period (where applicable) then You must immediately pay the rest of the Charges due in the Minimum Period or any termination fee stated in the Price list, whichever is less. In addition, if Your Service has been discounted (for example, if You applied for an extended Minimum Period) then You must pay back the total discount applied to Your Services. If You have taken a Combined Package then the Charges due mean the Charges for the Combined Package. If You change Your mind then You can reverse Your termination without interruption for up to 20 days after Your Termination Notice.

If We receive notification of any Service termination on Your account, Your account will still remain open until We receive a Termination Notice from You to close the account. You cannot terminate Your Calls Service whilst continuing to receive Line Rental on the same line.

Where any Service is terminated (however that may happen) You agree to pay to Us any cease charge (as posted on Our Website from time to time) where Our Third Party Operator levies such a fee against Us.

If You are changing Your Service such as regrading Your Broadband, ending a calling feature or changing tariff, and is not part of a termination of the account, or termination of a Service then, unless stated at the time of application, termination terms do not apply and the current Minimum Period continues.

If You want to switch one or more of Your Services to another telephone provider, We may have to provide Your remaining Service(s) through another Network. You accept that You may have to pay additional Charges for receiving Services from Us in that case.

### **7.2.3 Changing Line provider or ceasing Your line**

You must give Us 30 days' notice to end Your Line Rental Service. If You decide to change Your line provider then it is Your responsibility to make the necessary arrangements with the alternative Service provider. If You wish to cease Your line then You must notify Us to cease Your line. If You are leaving Us to go to another provider, We will consider that You have given appropriate notice as soon as when We receive notice from Your new provider. If You are continuing to receive other Line Rental Services from Us then You will not be required to give 30 days' notice. If You terminate the Service within the Minimum Period (where applicable) then You must immediately pay the rest of the Charges due in the Minimum Period or any termination fee stated in the Price list, whichever is less. In addition, if Your Service has been discounted (for example, if You applied for an extended Minimum Period) then You must pay back the total discount applied to Your Services. If You have taken a Combined Package then the Charges due mean the Charges for the Combined Package.

### **7.2.4 Changing Broadband provider or discontinuing Your Broadband Service**

You must give Us 30 days' notice to end Your Broadband Service. If You wish to change to another Broadband provider You may need to call Us to request a MAC code. This is a MAC code request and not a Termination Notice. The MAC code lasts 30 days and if You do not change provider within that period You will need to request a new MAC code. Using Your MAC code does not terminate Your account and Charges continue to be payable by You until 30 days after You have given to Us a Termination Notice in relation to Broadband Services. If You terminate the Service within the Minimum Period (where applicable) then You must immediately pay the rest of the Charges due in the Minimum Period or any termination fee stated in the Price list, whichever is less. In addition, if Your Service has been discounted (for example, if You applied for an extended Minimum Period) then You must pay back the total discount applied to Your Services. If You have taken a Combined Package then the Charges due mean the Charges for the Combined Package.

### **7.2.5 Changing Mobile provider or discontinuing Your Wireless Service**

You must give Us 30 days' notice to end Your Mobile Service. If You wish to change to another Mobile Provider You will need to call Us to request a PAC code. This is a PAC code request and not a Termination Notice. The PAC code lasts 30 days and if You do not change provider within that period You will need to request a new PAC code. Using Your PAC code does not terminate Your account and Charges continue to be payable by You until 30 days after You have given to Us a Termination Notice in relation to Mobile Services. If You terminate the Service within the Minimum Period (where applicable) then You must immediately pay the rest of the Charges due in the Minimum Period or any termination fee stated in the Price list, whichever is less. In addition, if Your Service has been discounted (for example, if You applied for an extended Minimum Period) then You must pay back the total discount applied to Your Services. If You have taken a Combined Package then the Charges due mean the Charges for the Combined Package.

### **7.2.6 Change of Address**

This Agreement covers provision of the Service to Your current premises and to the phone number You wish to access the Service from those premises. If You move from the premises or change telephone number, it is Your responsibility to notify Us in advance in order for use to try to arrange to change Your Service to Your new premises or line. Provision of the Service at Your new premises is subject to survey. If You change Your Services during the Minimum Period and We are able to activate Your Service at Your new address without installing a new line then the current Minimum Period continues. Details of how to change address are available on Our Website. We reserve the right to restart the Minimum Period for the Service if the date of the change of address is within three months of the end date of the existing Minimum Period.

Some Charges (such as combined line and Broadband) may be dependent on the location of the line. We cannot guarantee that the same Charges will be available at the new premises.

### **7.2.7 Termination by The Phone Co-op**

We may end this Agreement or any Service under it at any time by 30 days written notice save in any Minimum Period (unless termination arises as a result of any default).

In addition to anything else We can do, We can suspend the Services or end this Agreement forthwith at any time without informing You if there is any default where;

- You are in breach of the AUP or Fair Usage Policy, or
- You seriously or persistently fail to comply with the terms of this Agreement, or
- You persistently do not pay any Charges on time, or
- You fail any credit or fraud prevention check, or
- We have good reason for believing that any information You have given Us is false or misleading, or
- You are subject to any bankruptcy or insolvency proceedings, or
- despite Our reasonable efforts the Services are no longer available to Us, or
- We suspect that a fraudulent act is being, or may be, made in respect of the Services, or
- We observe a pattern of unusual usage We suspect may indicate potential fraud, such as exceptionally high call volumes, or
- You exceed any account limit relating to Your expenditure in any period, or
- You cancel a direct debit, or
- We suspect that You are in breach of Our or a third party's intellectual property rights or rights of confidentiality.

Upon ending or suspension of this Agreement all amounts You owe Us for use of the Services will be due and payable in full on demand and You

will have no right to withhold or set off any such amounts.

We may, where reasonable, from time to time and without notice suspend the Services in any of the following circumstances without prejudice to Your rights hereunder, and use reasonable endeavours to restore the Service as soon as reasonably practicable:

- during any technical failure, modification or maintenance of the telecommunications systems by which the Services are provided, or
- because of an emergency or upon instruction by emergency Services or any government or appropriate authority (including the Network Operator) or for Your own security.

During any period of suspension arising from the circumstances detailed above, You will remain liable for all Charges levied in accordance with this Agreement. If We re-instate the Service following a suspension or disconnection, You may be liable for a re-connection fee if the suspension or disconnection is due to default.

## **8 COMPLAINTS**

If You have a complaint or query regarding any aspect of the Services including Your bill, please contact Our Customer Services team by phone or in writing. Details of our Customer Complaints Code can be found at [www.thephone.coop/support/contact-us](http://www.thephone.coop/support/contact-us).

If You are not satisfied with the Services You may also refer any complaint to the Telecommunications Ombudsman, whose details may be found at [www.ombudsman-services.org/communications.html](http://www.ombudsman-services.org/communications.html) or call them on 0330 440 1614.

## **9 TRANSFERRING THIS AGREEMENT**

You cannot transfer or try to transfer this Agreement or any part of it to anyone else without Our prior written consent.

We may transfer this Agreement at any time. In which case, We will inform You in writing.

## **10 CONFIDENTIALITY**

The parties will each keep confidential any proprietary information and/or any information obtained from the other in connection with this Agreement which is reasonably identified by either party as commercially confidential except such of its employees contractors and agents as may need to know the same for the purposes of the implementation of this Agreement and who agree to be bound by the provisions of this clause.

## **11 YOUR DETAILS**

### **11.1 Data Protection**

We operate in accordance with the Data Protection Act 1998 as updated or amended from time to time. We publish a privacy policy which is available on our website.

### **11.2 Credit checks**

We may carry out credit checks where necessary to help Us identify and decide whether to accept your application. The credit check will include looking at the details You have given Us and registering and checking your information with credit reference agencies and fraud prevention agencies who will also check the details of anyone You are financially associated with. You agree that We may conduct these checks and also register information about You and the conduct of your account with any credit reference agency who will also record our search on our records.

### **11.3 Our credit assessment**

If Our assessment of You does not meet our normal requirements then We may require You to make a Deposit with Us or We may refuse to provide You with Services. For the purpose of fraud prevention, debt collection, credit management and emergency services purposes, information about You and the conduct of your account may be disclosed to credit reference agencies, debt collection agencies, fraud prevention agencies, security agencies, financial institutions, emergency services organisations or other phone companies. For the same reason We may also perform subsequent credit checks whilst You retain a financial obligation with Us.

## **12 ENTIRE AGREEMENT, GOVERNING LAW AND APPLICABLE COURTS**

These terms and conditions do not affect Your rights under law. If You require any advice or assistance We would suggest You contact Your local branch of the Citizens' Advice Bureau, which should be able to help. English law will apply to the Agreement and the courts of England will have exclusive jurisdiction in relation to the Agreement.

The terms of this Agreement set out the whole Agreement between You and Us for the Services and supersede all prior negotiations, representations, proposals, understandings and Agreements whether written or oral relating to the subject matter of this Agreement.

Any waiver, concession or extra time We may allow You is limited to the specific circumstances in which it was given and does not affect its right under this Agreement in any other way.

We reserve the right to change or add to the conditions of this Agreement including Our Charges. If We believe the change is likely to cause You significant disadvantage then We will give You at least one month's notice of any changes or additions by writing to You and/or publishing them on Our Website except where any change is necessary to take into account any relevant legislation or VAT rate change in which case no notice is required to be given. If the change is not acceptable to You then you will be entitled to terminate without penalty. We will not use this right to vary the terms of any special offer which applies to You.