

# Terms of Business



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## PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

01.

### These terms

- These are the terms and conditions upon which we will supply you with your chosen Broadband and/or Home Phone services, including any applicable equipment. In these terms, the word “product” includes any service and/or equipment we provide to you.
- **Please read these terms carefully before you confirm your order to us.** These terms tell you who we are, how we will provide the products to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

02.

### Information about us and how to contact us

- We are ABI Business Services Limited trading as V4 Consumer, a company registered in England and Wales. Our company registration number is 8865269, and our registered office is at , Cash's Business Centre,228 Widdrington Road, Coventry CV1 4PB.
- You can contact us by telephoning our customer service team on **0330 118 8871**, or by writing to us at V4 Consumer, Cash's Business Centre,228 Widdrington Road, Coventry CV1 4PB.
- If we must contact you, we will do so by telephone, by SMS or by writing to you at the email address or postal address you provided to us.
- **“Writing”** includes emails. When we use the words **“write”, “writing” or “written”** in these terms, this includes emails.

03.

### Our contract with you

- Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. The contract will continue for a minimum term of either 12, 18 or 24 months. The minimum term will start on the day your service is up and running or your transfer from another provider has completed. We will write to you to advise you when this has happened. The minimum term is the minimum length of time that you have agreed that you will receive the services from us.
- We may offer promotional packages from time to time which may require you to commit to a minimum term. If you order one of our promotional packages, please ensure you read and understand any additional terms and conditions that are set out on our website for the package.
- If we are unable to accept your order, we will inform you of this in writing. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the products, or because we are unable to provide services to you due to technical limitations.



- We will assign an account number to your order and tell you what it is when we accept your order. It will help us if you can tell us the account number whenever you contact us about the products.

## 04.

### Broadband

This paragraph will apply when you order broadband services from us.

#### ■ Service

- We will provide you with access to the internet, help desk services and the equipment necessary to provide the broadband service you subscribe to, which is set out in your order.
- In using the services, you must comply with our Acceptable Use Policy.
- Any router and any other equipment provided by us (or on our behalf) for use in conjunction with the Services are not supplied as being capable of being used to access any internet service sans the one we supply the service against.
- We may provide you with a free trial of anti-virus software. The free trial will last for 3 months from the date we accept your order. You can cancel this software at any time from the day your broadband service is up and running/your “go live” date. Please note that if you don’t cancel the software before the end of the free trial period you will be liable to pay a fee as set out in our Price Guide for use of the software after the free trial period. If you have any queries about this software/trial, please telephone our customer service team on 0330 118 0951. If we agree to include this free for the term of your contract, such will be specified too in your order summary and as a result, you will not have to pay any additional costs for it.

#### ■ Installation

- **To receive these services, you will need:**
  - ✓ A compatible phone line, we will be unable to provide you with the broadband service if your phone provider uses their own network.
  - ✓ A working phone service that passes the minimum line speed tests that we will need to perform.
  - ✓ A compatible router unless we have agreed to provide this as part of the services.
- You may have to install some equipment in your home. We will provide you with step-by-step instructions for such installation. Please contact us on 0330 118 0951 if you have any problems with the installation of any equipment.
- An installation charge may apply, and we may charge you if you request an engineer to visit where it isn’t necessary, if you cancel an engineer visit less than 24 hours before the appointment, or you do not provide access for an engineer at an agreed appointment. Installation services may be provided by an agent on our behalf (**such as Openreach**). We will confirm the charges for your installation when you order.

## ■ Quality of service

- » **We aim to provide a high-quality service, but we cannot be responsible for:**
  - ✓ Loss of services due to circumstances beyond our control where we have taken all reasonable steps to prevent the loss of service; or
  - ✓ Slow speeds due to external factors, except where we are unable to meet the guaranteed minimum line speed as set out in paragraph 4.4 (in which case please see paragraph 10.2).
- » Broadband services may affect performance of home phone services, and you may experience a temporary loss of home phone service whilst installation is being carried out.

## ■ Speed guarantee

- » When you order broadband services, we will give you an estimate of the upload and download line speeds that you can expect, which are also set out in your order. They are expressed as a range, as we cannot guarantee any speed due to external factors affecting the network. However, we do guarantee that your line speeds will not be below the estimated ranges. Line speeds are measured based on a single user using a wired connection to the router.
- » If you are constantly receiving speeds that are below the estimated ranges, please contact us. If there's a fault, we will try to remedy it, and you will have to take any reasonable steps we ask you to. If the speeds are still below the guaranteed minimum line speeds, you may cancel the broadband service without liability.

## ■ Internet security and our liability to you

- » The broadband services enable you to access the internet. Your use of the internet is at your own risk, and we shall have no liability to you for anything which you do or have done to you whilst accessing the internet.
- » You are solely responsible for any liability arising out of, and we shall not be liable for, any content provided by you and/or any material to which other users can link to through use of the broadband services.
- » You are responsible for adopting appropriate security measures for the protection of your computer systems. We shall not be liable to you for any loss or damage resulting from any virus or other hostile computer program, being introduced by you during your use of the broadband services.

**05.****Home phone**

This paragraph will apply when you order home phone services from us and it covers line rental, calling plans and call features.

**»» Service**

- ✓ We will provide you with the facility to make and/or receive calls, any additional call features included in your order, and a phone number for the line we provide. We will, if requested, try to retain your existing phone number, but this cannot be guaranteed.
- ✓ In using the services, you must comply with our Acceptable Use Policy.
- ✓ If you use this service but don't pay for your calls either via a usage charge or by taking a calling plan, or you use a third party to make calls for some or all of your calls over the line we provide we may decide to: (a) charge you a higher fee for your use of this service, (b) end our contract; and/or (c) disconnect any part of the service.

**»» Installation**

- ✓ In order to receive these services, you will need a phone or similar equipment to use the services.
- ✓ We will carry out a standard installation of a phone line for the connection charge as set out, in your order summary These connection charges do not cover extensive new construction works such as external work. If you require any phone rewiring or conversions, then other charges may be payable. We will advise you of any charges prior to any work being undertaken. Installation or connection services may be provided by an agent on our behalf.

**»» Quality of service**

We aim to provide a high-quality service, but we cannot be responsible for any of the following:

- ✓ Geographic, atmospheric, or other conditions or circumstances beyond our control.
- ✓ An issue with the service which is not isolated to your phone line such as a network-wide outage; or
- ✓ Where we are unable through no fault of our own to carry out any necessary work on your property, for example to gain access, an appointment date cannot be arranged, or work is aborted due to your non-attendance at an agreed appointment date/time.



06.

## Your rights to make changes

- » If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the products, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
- » If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see paragraph 10 - Your rights to end the contract).

07.

## Moving home

- » If you want to move your services to your new home, please contact us at least 30 days before you move.

Please note that depending on your circumstances:

- ✓ You may have to enter a new contract with us with a new minimum term; and
  - ✓ Additional charges may also apply such as fees for installing a new line, which will be outlined in your order summary.
- » In some circumstances we may not be able to provide your current service to your new home and you will have to pay early termination charges if you're within your minimum term. However, if you agree to take another equivalent service that is available at your new home under a new contract with us, we may waive these charges.

08.

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

- » Except where any change is required by law or any regulatory authority. If we change our services or the terms of this contract to your material detriment, you'll have a right to leave the contract early without paying having to pay any extra charges. We will let you know if this is the case and what to do before the changes are made. If you take no action within 30 days of us telling you about the changes, you'll be considered to have accepted those changes.
- » We will either write to you about any other changes or advertise the change another way, such as on our website.
- » We may change the service, service features, equipment, and terms of the contract to do the following:
  - ✓ Make the contract clearer or easier for you to understand or change it in another way that doesn't significantly disadvantage you.
  - ✓ Change, improve, update, or add to a service, service features or equipment you get.



- ✔ Introduce new services, service features or equipment (for example, if we introduce a new calling feature or security product).
- ✔ Change the way we structure our prices, charges, a service, service features or equipment.
- ✔ Add to or change the way we provide a service, service features or equipment.
- ✔ Reflect a change in our ability to provide a service, service features or equipment.

## 09.

### Providing the services and the equipment

- We may need certain information from you so that we can supply the products to you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and paragraph 12 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.
- We will not be responsible for supplying products late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.
- **Equipment**
  - ✔ If we agree to provide you with any equipment for the provision of the services during the order process, we will let you know when we will provide the equipment to you.
  - ✔ **If you are not at the delivery address when the equipment is delivered.** If no one is available at your address to take delivery and the equipment cannot be posted through your letterbox, our courier will leave you a note informing you either a) that the package has been left in a safe place, or b) of how to rearrange delivery or collect the products from a local depot.
  - ✔ **If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery or collect the equipment from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and paragraph 12 will apply.
  - ✔ The equipment will be your responsibility from the time we deliver the equipment to the address you gave us. Unless you pay for any of the equipment at the time you place your order, the equipment belongs to us or our suppliers. You agree to take reasonable care of the equipment and use it only for the purposes of receiving the services and in accordance with the instructions provided.
  - ✔ If you pay for any equipment upfront at the time you place your order the equipment will only belong to you once it has been delivered to you as you have paid for the equipment in full.
  - ✔ We are not responsible for delays in the delivery of the equipment which are outside our control.

- ✔ If you've paid a reduced charge, or no charge, for certain equipment (such as a router) and the service ends before the end of the minimum period, you may be charged the full price for the equipment, excluding any discounts you've received – see paragraph 14 for details.

## » Services

- ✔ We will supply the services to you for the minimum term (12, 18 or 24 months) unless you end the contract in accordance with paragraph 10 or we end the contract by written notice to you as described
- ✔ We will provide you with details of the time it will take to install or transfer your phone line. We will do this as soon as reasonably possible, and we will aim to keep you updated on when we estimate that this will be completed.
- ✔ We are not responsible for any delay in the installation or transfer of your phone line which is outside our control.
- ✔ If you do not allow us access to your property to perform the installation and/or transfer services as arranged, we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and paragraph 12 will apply.
- ✔ If you've paid a reduced charge, or no charge, for installation or connection services and the service ends before the end of the minimum period, you may be charged the full price for the installation or connection services, excluding any discounts you've received – see paragraph 14 for details.

## 10.

### Your rights to end the contract

- » **You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with the products, how we are performing and when you decide to end the contract:
  - ✔ If you want to end the contract because of something we have done or have told you we are going to do (including failure to meet the guarantee minimum line speed), see paragraph 10.2.
  - ✔ If you have just changed your mind about the service, see paragraph 10.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions, and you will have to pay the costs of return of any equipment.
  - ✔ In all other cases (if we are not at fault and there is no right to change your mind), see paragraph 10.4.
- » We will not be responsible for supplying products late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.



» **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 10.2.1 to 10.2.5 below, the contract will end immediately, and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- ✓ we are unable to provide you with a service that meets the guarantee minimum line speed as set out in paragraph 4.4 above.
- ✓ We have told you about an error in the price or description of the products you have ordered, and you do not wish to proceed.
- ✓ There is a risk that supply of the services may be significantly delayed because of events outside our control.
- ✓ We have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 90 days: or

» **Exercising your right to change your mind in accordance with the Consumer Contracts Regulations 2013.**

- You may cancel within 14 days after the later of the date the equipment (if any) is delivered to you, and the date we write to you to confirm we accept your order.
- If you cancel within this period, you must:

- » Pay for any services received up to the date that you told us you wanted to cancel.
- » Pay any installation, connection or activation charges associated with the cancelled service (including the full cost of charges that were discounted or advertised as free as a condition of taking services on the terms that you agreed); and
- » Return any equipment to us (undamaged, in its original packaging and at your own cost and risk) within 14 days of you telling us you want to cancel.

» **Ending the contract where we are not at fault and there is no right to change your mind.**

- Even if we are not at fault and you do not have a right to change your mind, you can still end the contract, but you may have to pay us compensation as we have agreed to provide you with the services for the minimum term. If you want to end the contract, please contact us to let us know.
- If you are moving home, please see paragraph 7. In all other cases, the contract will end 30 days after the day on which you contact us, but you will be responsible for payment of any termination charges – please see paragraph 14 for details.

## 11.

### How to end the contract with us (including if you have changed your mind)

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



- ✔ **Phone or email.** Call customer services on 0330 118 0951. Please provide your name, home address, account reference and, where available, your phone number and email address.
- ✔ **Post.** Write to us at V4 Consumer, Cash's Business Centre, 228 Widdrington Road, Coventry CV1 4PB, including details of what you bought, when you ordered or received it, and your name and address.

■ **Returning products after ending the contract.** If you end the contract for any reason after the equipment has been dispatched to you or you have received it, you must return it to us within 14 days of telling us you want to cancel. You must post it to V4 Consumer Returns V4 Consumer, Cash's Business Centre, 228 Widdrington Road, Coventry CV1 4PB. If you do not return the equipment within 14 days of cancelling, you will have to pay the full price of the equipment.

■ **When we will pay the costs of return.** We will pay the costs of return:

- If the products are faulty or misdescribed; or
- If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so because of something we have done wrong. In all other circumstances (including where you are exercising your right to change your mind) returns are at your own cost and risk, and we recommend that you use an insured delivery service.
- **How we will refund you.** We will refund you the price you paid for the products (if any) including delivery costs, by the method of bank transfer. However, we may make deductions from the price, as described below.
- **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
  - ✔ We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the equipment. If we refund you the price paid before we can inspect the equipment and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
  - ✔ The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
  - ✔ We may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
  - ✔ If you fail to return the equipment within 14 days of cancelling, we may deduct the full price of the equipment from any refund.

■ **When your refund will be made.** We will make any refunds due to generally within 30 days. If you are exercising your right to change your mind, then:

- Where you are required to return equipment, your refund for any sums paid for the equipment will be made within 30 days from the day on which we receive the equipment back from you or, if earlier, the day on which you provide us with evidence that you have sent the equipment back to us.

For information about how to return a product to us, **see paragraph 11.2.**

- In all other cases, your refund will be made within 30 days of you telling us you have changed your mind.

## 12.

### Our right to suspend or disconnect the services

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

- ✓ You break, or we reasonably suspect that you've broken, any important term of the contract.
- ✓ You cancel your direct debit, and we haven't agreed another way you can pay;
- ✓ You do not make any payment to us when it is due. If you have failed to make a payment, we will suspend the services from the day after the payment is due and provide you with 7 days' notice to make the overdue payment. If you fail to make payment after 7 days, we will disconnect the services.
- ✓ You're abusive or threatening, make unreasonable demands on us, including on our time, or abuse our processes.
- ✓ You fail to comply with our Acceptable Use Policy, or your usage of the services is otherwise more than what we'd expect from a typical customer.
- ✓ We reasonably believe you have provided us with false or misleading details about yourself.
- ✓ We reasonably believe that you have used the service or the equipment for illegal purposes.
- ✓ We receive a serious complaint about your use of the service which we believe to be genuine.
- ✓ We suspend a related service.
- ✓ We believe your services have been or are being used fraudulently.
- ✓ We are required to by the emergency services or other government authority; or
- ✓ The network breaks down or needs maintenance.

- Where we suspend or disconnect a service, the contract will continue and, unless we've suspended or disconnected under paragraphs 12.1.11 or 12.1.12, we may require you to pay:
  - Our reasonable costs for suspending the services and resuming them; and
  - Your charges.

## 13.

### Our rights to end the contract

- **When we may end the contract with you.** We may end the contract at any time by writing to you:
  - ✓ If we're entitled to suspend or disconnect any or all of the services under paragraphs 12.1.1 to 12.1.10.
  - ✓ If you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services.
  - ✓ If you do not, within a reasonable time, allow us to deliver the equipment to you.
  - ✓ If you do not, within a reasonable time, allow us access to your premises to supply the services.
  - ✓ In the event of your bankruptcy or death.
  - ✓ If we're entitled to suspend or disconnect any or all the services under paragraphs 12.1.11 or 12.1.12
  - ✓ If we are no longer providing, or are unable to provide, the service (or any part of it) to customers.
- We will normally, but at our discretion, provide you with at least 1 days' prior notice before suspending the services and 7 days' notice before ending the contract. We will though, always intend to work with you to resolve any issues.
- You must compensate us if you break the contract. If we end the contract in the situations set out in paragraph 13.1, we will refund any sums you have paid in advance for the services we have not provided but you will be responsible for the payment of any termination charges – please see paragraph 14 for details.

## 14.

### Early termination charges

- If you end the contract during the minimum term where we are not at fault and there is no right to change your mind, or we end the contract for any reason set out in paragraphs 13.1.1 to 13.1.5:
- If you end the contract during the minimum term where we are not at fault and there is no right to change your mind, or we end the contract for any reason set out in paragraphs 13.1.1 to 13.1.5:



■ You will be charged a fee to compensate us for our losses.

- ✓ If you've paid a reduced charge, or no charge, for certain equipment (such as a router) or installation/ connection services and the service ends before the end of the minimum period, you may be charged the full price for the equipment and installation/connection services, excluding any discounts you've received.

## 15.

### If there is a problem with any product

- **How to tell us about problems.** If you have any questions or complaints about the equipment or the services, please contact us. You can telephone our customer service team on 0330 118 8871 or write to us at V4 Consumer, Cash's Business Centre, 228 Widdrington Road, Coventry CV1 4PB.
- **Complaints procedure.** Our Complaints Procedure explains how you can follow up any complaints that you do not feel have been resolved.

## 16.

### Service issues

- **How to tell us about service issues.** If you have any service issues or wish to report a fault with the services, please telephone our customer service team on 0330 118 8871 or write to us at V4 Consumer, Cash's Business Centre, 228 Widdrington Road, Coventry CV1 4PB
- **When we will refund you for service issues.** If you have let us know that you have suffered intermittent or continuous loss of service, we will refund a pro-rata amount of your monthly payment paid in respect of the period of loss except where:
  - ✓ The failure is due to an outage which is not isolated to your line, for example network wide outage outside of our reasonable control.
  - ✓ We suspend your service in accordance with our contract or you are in breach of any term of the contract.
  - ✓ Through no fault on our part, we are unable to carry out any necessary work on your premises, for example where we can't gain access to your premises, agree an appointment date or obtain all assistance or information that we require from you; or
  - ✓ The failure is due to matters beyond our reasonable control.

## 17.

### Faulty equipment

- **How to tell us about faulty equipment.** If the equipment is faulty or you have any other problems with it, please telephone our customer service team on 0330 118 0951 or write to us at V4 Consumer, Cash's Business Centre, 228 Widdrington Road, Coventry CV1 4PB
- **Returning faulty equipment.** You must return any item of equipment that either:
  - ✔ You report to us as faulty.
  - ✔ We tell you is faulty; or
  - ✔ Requires replacement for technical reasons.
- If we replace the equipment before you return it, you must still return the item. If you return any equipment because you believe it to be faulty, we may test the equipment and if it is working correctly, we may send it back to you and charge you our costs for testing and postage. We will advise you of the costs of testing and postage when you contact us to advise us of the potential issue.
- If you have not returned any equipment within 14 days of us providing a replacement, we may either:
  - ✔ Suspend access to any service that we provide to you until the relevant equipment is returned; or
  - ✔ Recover our costs in respect of that equipment from you via your bill or otherwise.
- All our equipment will conform to the terms of the contract, be as described, and work for a reasonable period if you look after it in accordance with the user manual.

## 18.

### Price and payment

#### ■ Subscription and usage charges

- ✔ We will charge you a standard monthly fee for the services, which is referred to as the 'subscription charge'. In some cases, additional fees linked to how much you use the service, such as the number of calls you make, will also apply.
- ✔ To use the services, you must provide two payment methods. We will request that you complete a direct debit mandate which will be the primary payment method. We will also require you to provide your card details including the CCV number, which will be your back-up payment method. You authorize us to charge any payment method associated to your account in case your primary payment method is declined or is no longer available to us for payment of your bill. You remain responsible for any uncollected amounts. If your primary payment method is cancelled, we will be entitled to charge you a reasonable administration fee, to cover our costs of working with you to reinstate the direct debit mandate.
- ✔ We will normally bill you monthly in advance for the subscription charge.





- ✓ Any usage charges will be billed after the end of the month in which you used the relevant service. However, in some circumstances there may be a delay from the point you used the service before we add the usage charges to your bill.
- ✓ Unless you wish to receive paper bills, your bills will be emailed to you. A fee will be charged for paper bills.
- ✓ We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- ✓ If you think an invoice is wrong, please contact us promptly to let us know. We will not charge you a late payment fee until the dispute is resolved. Once the dispute is resolved we may charge you interest on correctly invoiced sums from the original due date.
- ✓ You may be required to pay us a deposit (in circumstances where you have failed to meet our credit criteria – please note this deposit is not an amount on account of fees) The deposit will be refundable at the end of the minimum term if all fees/charges due under the contract during the minimum term have been paid on time.

### ■ If you fail to pay

- **If you don't pay your bill, we will remind you that your bill is outstanding. If we still don't receive payment, we may:**
  - ✓ Add a late payment charge to your bill.
  - ✓ Suspend providing the service in accordance with paragraph 12 or end our contract in accordance with paragraph 13; or
  - ✓ We may ask a debt-collection agency to collect the payment on our behalf. If we do, you will also have to pay the reasonable costs we have to pay the agency as part of your outstanding charges, which the agency will add to your debt on our behalf.
- If any payment method fails, we may add a failed payment charge to your next bill.

## 19.

### Changes to our pricing

- On 1st April in each year your standard monthly fee will increase by an amount equal to the Retail Prices Index rate published by the Office for National Statistics in March ("RPI Rate") plus up to 5.9%. We will apply the adjustment from your April bill. If the RPI Rate is a decrease your standard monthly fee will not be reduced. If you enter into your agreement with us between 1 January and 31 March, you will not be subject to this increase on 1 April in the first year of your contract, but you will in all subsequent years of your contract.



### ■ We may change our pricing if:

- ✓ We change the service, service features, equipment or the terms of this contract as listed in paragraph 8 above.
- ✓ The cost of providing a service or service features increases (for example, the businesses we buy from increase their prices).
- ✓ The cost of running our business increases.
- ✓ We reorganize the way we run our business.
- ✓ There is a change in a law, code of practice, regulation, guidance, or responsibility that applies to us (for example, if there's a VAT increase).
- ✓ Except where any increase is required by law or any regulatory authority. If we change our pricing by more than the RPI Rate plus 5.9%, to your material detriment, you'll have a right to leave the contract early without having to pay any extra charges. We will let you know if this is the case and what to do before the changes are made. If you take no action within 30 days of us telling you about the price changes, you'll be considered to have accepted those changes and your right to leave the contract without having to pay termination fees will be diminished.

## 20.

### Our liability to you

- **When we are liable to you.** If you have experienced a problem with the product caused by our failure to exercise reasonable care and skill in providing that product, then legal remedies are available including the right to require a price reduction by an appropriate amount. We are though, not responsible for the cost of repairing any pre-existing or ongoing faults or damage to your property that we discover while providing the services in continuity.
- When we are not liable to you. We will not be liable to you (or any other person who you allow to use any product) for:
  - Suspending or ending this contract in accordance with paragraphs 12 or 13 above.
  - Any fault with your router, cabling or network equipment caused by your tampering with such equipment or your failure to follow our reasonable instructions for the use of such equipment.
  - Any delay or failure by us to provide any element of the product where such delay or failure is caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war, government action or supplier and wholesale partner delays.
  - Any loss or damage caused by the product, us or any of our respective officers, employees, or agents in circumstances where:
    - ✓ There is no breach of a contractual obligation or legal duty of care by us or any of our respective officers, employees, or agents.

- ✔ Such loss or damage was not contemplated by both you and us at the time we entered this contract; or
- ✔ Any increase in such loss or damage results from breach by you of these terms;
- » Suspending or ending this contract in accordance with paragraphs 12 or 13 above.
- » Any fault with your router, cabling or network equipment caused by your tampering with such equipment or your failure to follow our reasonable instructions for the use of such equipment.
- » Any delay or failure by us to provide any element of the product where such delay or failure is caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war, government action or supplier and wholesale partner delays.
- » Any loss or damage caused by the product, us or any of our respective officers, employees, or agents in circumstances where:
  - ✔ There is no breach of a contractual obligation or legal duty of care by us or any of our respective officers, employees, or agents
  - ✔ Such loss or damage was not contemplated by both you and us at the time we entered this contract; or
  - ✔ Any increase in such loss or damage results from breach by you of these terms;
- » Any loss or damage caused by your use of the product, us or any of our respective officers, employees or agents to the extent that such loss or damage results from any breach by you of these terms unless we or our officers, employees, sub-contractors or agents were also in breach of a legal obligation or duty of care owed by us or them and that breach was the most significant cause of the loss or damage.
- » Any loss or damage caused by any unauthorized use of the product.
- » Any loss or damage resulting from your failure to connect to the product that was not caused by us, our employees or agents or our suppliers.
- » Any loss or damage arising due to a fault in the equipment or telephone line you use to make calls.
- » Any failure of monitored safety, security, or other alarm systems due to incompatibility of the product, or due to the restriction or ending of the product, or any other reason which is not due to our fault or neglect.
- » Any loss or damage caused by the product, your network equipment, us, or any of our respective officers, employees, sub-contractors or agents to the extent that such loss or damage results from any breach by you of these terms and, in particular but not limited to the Acceptable Use Policy, unless we or our officers, employees, sub-contractors or agents were also in breach of a legal obligation or duty of care owed by us or them and that breach was the most significant cause of the loss or damage;

- » Any loss or damage caused by viruses or any unauthorized use of, or attempts to access, the product or your computer.
- » Any loss or corruption of data.
- » Your use of any modem, wireless router, or any other equipment that we have not supplied to you to access the product, or for any business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

■ We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services and for defective equipment under the Consumer Protection Act 1987.

## 21.

### How we may use your personal information

■ **How we will use your personal information.** We will use the personal information you provide to us:

- » To supply the services and equipment to you.
- » To process your payment for the services and equipment; and
- » If you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

■ **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the services and equipment, we may pass your personal information to credit reference agencies, and they may keep a record of any search that they do.

■ We will only give your personal information to other third parties in accordance with our Privacy Policy.

## 22.

### Other important terms

■ **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

■ **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

■ **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.



- **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment later.
- **Which laws apply to this contract and where you may bring legal proceedings**  
These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- **ACCESS TO SECURITY SYSTEMS & REMOTE ACCESS EXPLAINED**  
We reserve complete rights to retain necessary remote access to any security systems supplied & installed by us only limited to the purposes of diagnostics & troubleshooting any faults & help add any firmware & software updates remotely. Such remote access will also be specifically used for credit management purposes should your invoices not be fully paid by the given due dates. Any overdue invoices attract a late fee, a suspension fee & a reconnection fee along with interest payable on outstanding amounts as per the Late Payments of Commercial debts (interest) Act 1998 plus any reasonable costs incurred by us in recovering the debt owing. When you complete a signed order with us vide electronic mail, in person, mail or over the phone for the supply & install of any security systems such as CCTV, Wireless Intruder systems, Video Doorbell, you are explicitly agreeing to these terms throughout the term of supply.
- **What do I need to know about Voice over IP (VoIP) Telephony Service?**  
By purchasing our Telephony Service, you must understand that there are some limitations of VoIP technology:  
It may not offer all the features you may expect from a conventional phone line. It may sometimes be unavailable because of things over which we have no control (e.g., the weather, loss of power, failures of your internet connection) and you understand that in such circumstances all services (including 999/112 emergency services) will also be unavailable.

Where you use our Telephony Service without our Broadband Service then there is a greater likelihood of connectivity and quality of service problems.

Connectivity to the 999/112 emergency services will be provided only to the extent that is technically feasible. As a result, you may have to provide your location information and phone number verbally to the operator. You may not be connected to the domestic emergency service upon dialling outside of mainland England, Wales, Scotland and Northern Ireland.



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You must register the physical location of each handset with us. This will default to the site address at which we set up the Telephony Service for you. Failure to update us with any changes will result in emergency operators unable to identify your location and phone number when you dial 999/112.

Emergency operators may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason. Emergency operators may also not be able to hold your line open in the event that you hang up. If we suspend or terminate the Telephony Service, you may not be able to dial 999/112.

You agree to inform potential users of the Services of the above limitations, and you understand and accept that you should always have an alternative means of accessing 999/112 emergency services.

### ■ **What do I need to know about Mobile Services?**

We are providing you with Mobile Services using approved devices, SIMs and network resources provided by our network providers both in the UK and abroad. You must ensure that all your SIMs are used in accordance with these Terms. The SIMs remain the property of the network providers at all times and you are granted a limited license to use the SIMs to access the Mobile Services. We may recall the SIMs at any time. You must only use the SIMs in approved devices. The Mobile Service may include premium services such as international calling and roaming. If using the Mobile Service abroad, your use of the Services may be subject to the laws and regulations that apply in that country. We are not liable for any failure to comply with those laws or regulations. When the Mobile Service ends, we will disconnect all your SIMs and you will not be able to use the Mobile Service or make calls to the emergency services.

**23.**

## **Other important terms**

### ■ **What happens if there is fraud on my account?**

You are responsible for all call charges and other charges resulting from fraudulent and/or unauthorised use of the Equipment and the Services by you and third parties. It is therefore imperative that you keep your personal details, your computers, your network, and access to your premises secure. V4 Consumer reserves the full rights to pass on costs of any "fraud calls" to the Customer Account if in case detected by our Billing Platform & This must be paid within 14 days. V4 Consumer can offer you a fraud protection cover at an additional cost per month should you enquire with [billing@v4consumer.co.uk](mailto:billing@v4consumer.co.uk) This can be activated on your account.

### ■ **Cooling off Period**

V4 Consumer offers a standard 14 day cooling off period on all orders. This 14-day period resumes from the date of entering the contract by the end customer. This cooling off period clause offers any new order sent to V4 Consumer a 14-day period to cancel the contract completely within the first 14 days of signing up. The length and start date of a cooling off period will apply only to orders with a new customer.



### ■ Exceptions to this clause

No cooling off period would apply to any Orders signed in person, or Orders signed via incoming online solicited enquiries or when signed outside of applicable distance selling & has been duly completed via signed V4 Consumer branded documentation either via electronic email signing or via signed documentation received in the post. The contract start date on such signed orders will commence from the given date on the signed order & any cancellation post the contract start date will result in full & complete early termination fees billed for the applicable contract plus any customer hardware kit costs & other ordering costs including but not limited to wholesaler cancellation or early order withdrawal fees in total, being applied on top of such early termination fees & payable to V4 Consumer within 7 days.

### ■ Cooling off Period

V4 Consumer offers a standard 14 day cooling off period on all orders. This 14-day period resumes from the date of entering the contract by the end customer. This cooling off period clause offers any new order sent to V4 Consumer a 14-day period to cancel the contract completely within the first 14 days of signing up. The length and start date of a cooling off period will apply only to orders with a new customer.

### ■ Usage caps

If your Broadband Service has a cap on the amount of data that you can download or upload each month ('Usage Cap'), your usage must not go over that Usage Cap each month. For the current Usage Caps on each Product, please contact us on 0330 118 0951. Excess usage on the standard broadband connections is £1 / GB. If we charge you for excess usage, we will let you know by email and by post and we will explain the consequences of you going over your Usage Cap, for example, the increased subscription or other charges you incur.

**"V4 Consumer accords a fair usage policy of 500GB of data usage on any unlimited broadband product offered to its customers. We reserve the right to charge for any excessive usage over this amount".**

## 24. Point of No Return Charges

If we accept your order, and put it through our systems successfully, but receive a request from you to cancel the order anytime before it is committed to live, there will be a One-Off Point of No Return Fees levied of (Insert pound sign) 19.99 which will be payable immediately upon receipt of an invoice from us. This charge is levied as part of early order cancellation fees which is payable towards administrative, compliance, and other legal costs that we incur during this process

**25.****GDPR Policy**

If we accept your order, and put it through our systems successfully, but receive a request from you to cancel the order anytime before it is committed to live, there will be a One-Off Point of No Return Fees levied of (Insert pound sign) 19.99 which will be payable immediately upon receipt of an invoice from us. This charge is levied as part of early order cancellation fees which is payable towards administrative, compliance, and other legal costs that we incur during this process

- We will sometimes transfer personal data to other jurisdictions, including destinations outside the country in which you are located, whose data protection laws may be of a lower standard than those in your country. We will, in all circumstances, safeguard personal data as set out in this Privacy Policy.
- Where your personal data is transferred from an entity inside the European Economic Area (the EEA) or the UK (as the case may be) to outside the EEA or the UK (as the case may be), we may be required to take specific additional measures to safeguard the relevant personal data. Where we transfer your personal data, we will establish legal grounds justifying such transfer, such as EU Commission-approved model contractual clauses, or other equivalent measures applicable in the UK or otherwise to ensure the appropriate security of your personal data.
- Please contact us as set out in the “Contacting Us” section below if you would like to see a copy of the specific safeguards applied to the export of your personal data.
- **Storage limits:** Our retention periods for personal data are based on business needs and legal requirements. We retain personal data for as long as is necessary for the processing purpose(s) for which the information was collected, and any other permissible, related purpose. For example, we may retain certain transaction details and correspondence until the time limit for claims arising from the transaction has expired, or to comply with regulatory requirements regarding the retention of such data. When personal data is no longer needed, we either irreversibly anonymise the data (and we may further retain and use the anonymised information) or securely destroy the data.

**26.****Terms of Assignment :**

We may assign these Terms, or these Terms only in respect of particular Services which we provide to you, to a third party, provided we give prior formal notice via a Letter you receive from us, of a change in assignment of these terms, to a third party appointed by us.

Any failure or delay by either party in exercising or enforcing any rights or benefits granted by these Terms won't be deemed to be a waiver of any such right or benefit nor will it prevent us from exercising or enforcing any such right or benefit or any other right or benefit on any other occasion.



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If a court arbitrator or any government agency stipulates that any part of these Terms is unenforceable, the remaining Terms will still be valid and enforceable.

These Terms do not create any other rights for, or enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 except that our mobile network providers will have the right to enforce any rights in relation to the Mobile Service conferred under these Terms directly against you.

Nothing in these Terms shall be construed as creating a partnership or joint venture.

The Terms set out the entire agreement between you and us relating to the provision of the Services to you including all intended rights and obligations and supersede any and all previous agreements and understandings between you and us with respect to such provision.

The Terms shall be governed and construed in accordance with English law and both parties submit to the exclusive jurisdiction of the English courts.