

## Terms and Conditions of Service

These are the terms and conditions on which Truespeed Communications Ltd. (referred to in these terms as "Truespeed", "we", "us" or "our") supply certain Services to you (referred to in these terms as "you" or "customer").

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Services 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 or require any clarification, please contact us to discuss.

### 1. DEFINITIONS

**1.1. Services** - refers to any service that is supplied by Truespeed to you and set out in an order including any Equipment.

**1.2. Order** - the order for Services as confirmed in an order summary or in an order change summary

**1.3. E-billing** - electronic billing delivered online or via email for Services delivered by Truespeed.

**1.4. Minimum term** means the minimum term of your contract with us as set out in your order confirmation

**1.5. NTE** - network termination equipment.

**1.6. IP Address** - Internet Protocol Address

**1.7. Port or Porting** - a process which allows you to change providers and still keep the same phone number

**1.8. Equipment** - refers to any equipment or other goods referred to in the order which we supply to you in order to provide you with the Service, or equipment you add during your contract, such as our Mesh Wi-Fi System.

**1.9. Order summary** means the summary sent to you to confirm the details of your order

**1.10. Order change summary** means the summary sent to you to confirm the details of a change you wish to make to the services in accordance with clause 4.2.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1. Who we are.** We are Truespeed Communications Ltd., a company registered in England and Wales. Our company registration number is 09187893 and our registered office is at Pinesgate East, Lower Bristol Rd, Bath BA2 3DP.. Our registered VAT number is 202 2919 44.

**2.2. How to contact us.** You can call our Customer Service team on 01225 300 370, email us at [ultrafast@truespeed.com](mailto:ultrafast@truespeed.com), or contact us via Social Media. Alternatively, you can write to us at Pinesgate East, Lower Bristol Rd, Bath BA2 3DP.

**2.3. How we might contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. You'll have an opportunity to opt-in to Marketing communications when you place an order, or when you receive emails from us. You can also change your preferences by calling us on 01225 300 370.

2.4. **"Writing"** includes emails. When we use the words "writing" or "written" in these terms, this includes emails and direct mail.

### **3. OUR CONTRACT WITH YOU**

**3.1. How we will accept your order.** 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. If for some reason our acceptance email does not reach you, the contract comes into existence between you and us when the Service goes live.

**3.2. If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the Services. This might be because of unexpected limits on our resources that we could not reasonably plan for or because we have identified an error in the price or description of the Services.

**3.3. Social Tariff.** We offer a Truespeed Basic package for those customers who are eligible. If eligible, the service offered is a discounted 30Mbps package for £20 per month on a rolling contract. You can apply for this package by calling our Customer Service team on 01225 300 370.

3.3.1 Our Social Tariff plan has a 12 month contract period, but you can exit at any time by giving us 30 days notice.

3.3.2 If you exit before the end of the 12 month contract period, you will not be subject to exit fees.

3.3.3. The Truespeed Basic package is available to both new and existing customers, providing they meet the eligibility criteria listed under 'Conditions' below.

3.3.4. Only the Truespeed account holder or someone nominated to manage the account on their behalf, can place an order for this package and the name of the evidence you provide must match one or both account holders on our records against the order.

3.3.5. You will be required to submit evidence via email to confirm you meet our eligibility criteria. You can do this by emailing [ultrafast@truespeed.com](mailto:ultrafast@truespeed.com). Once we've checked your evidence to confirm your eligibility, we will place your order and set up your account. You'll receive an email confirmation of the order. If you're an existing customer, the change on your account will be complete within 24-48 hours and your billing will be adjusted from the date of your next invoice. If you're a new customer and are able to be installed, you will be contacted by the team within 21 days to book your installation.

3.3.6. There will no charge for installation, but please refer to our Standard Installation terms and conditions for details on any additional charges that may be incurred.

3.3.7. As an existing customer there will be no fees to switch to the Truespeed Basic package even if you're still in contract with Truespeed.

3.3.8. We reserve the right to check eligibility every 90 days from the date that you move to this package.

3.3.9. Please note any other promotional offers or pricing cannot be used in conjunction with your move to or signing up to take this package.

3.3.10. Truespeed reserve the right to change, modify or withdraw the criteria or tariff at any point.

#### **Social Tariff Conditions:**

In order to qualify for the Truespeed Basic package, you must be, and remain, eligible for and in receipt of at least one of the following benefits:

- Income Support / Pension Credit / Housing Benefit
- Income related job seekers allowance (JSA)
- Personal Independence Payment
- Attendance Allowance / Universal Credit / Care Leavers support
- Income related Employment and Support Allowance (ESA)

If things change and you're no longer receiving any of the benefits mentioned above, you must get in touch to tell us as soon as possible. Please call our Customer Service team on 01225 300 370 or email [ultrafast@truespeed.com](mailto:ultrafast@truespeed.com) to notify us. We can end your package under the Plan on 30 days' notice if you're no longer eligible for it but we'll always review your position before we do this.

It is Truespeed's sole decision as to whether or not the proof you provide is acceptable for the purposes of the Truespeed Basic package.

The Truespeed Basic package will not be available to you, if you're unable to provide proof of eligibility or are already on a reduced service due to an outstanding balance on your account.

#### 4. **YOUR RIGHTS TO MAKE CHANGES**

**4.1. If you wish to make a change to the Services 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 Services, their timing or anything else which would be necessary as a result of your requested change (including any additional charges) and ask you to confirm whether you wish to go ahead with the change.

**4.2. Upgrading/Downgrading Services.** We will give you the opportunity to change the Services at any time during the term of your contract with us by upgrading or downgrading to other products or packages but see clause 4.3 for details of some limitations to this. Where you contact us to request a change to your Services this is subject to our agreement and, if we agree, we will confirm the change in an order change summary which will be emailed to you. The following terms apply to any request to change your Services:

4.2.1. When you request a change to the Services you do not need to agree a new minimum term unless your minimum term has come to an end.

4.2.2. no early cancellation fees will apply if you downgrade your Services

4.2.3. we will endeavour to change the Services within 3 working days however we cannot guarantee this.

4.2.4. you will not be invoiced the new price for the changed Service until the change in service has been activated or from 3 days after any equipment has been shipped.

4.2.5. where you upgrade and the price is higher than the price you are currently paying, we will invoice you for the use of the upgraded Service for the rest of that billing month as part of your next invoice.

4.2.6. where you upgrade and the price is lower than the price you are currently paying, we will issue you with a credit for the rest of the billing month and this credit will be reflected against your next invoice.

4.2.7. if you upgrade to new Wi-Fi System during your contract, this does not restart or extend your contract term.

4.2.8 You will be billed on a rolling monthly basis for each Mesh Wi-Fi node you take from the date the devices are shipped to you, plus 3 days, allowing for delivery.

4.2.9 If you're taking our Mesh Wi-Fi System and do not already have a Mesh-ready router, there will be a one off fee of £40 to upgrade your router. If you have a phone line with Truespeed and wish to keep it, there will also be a one off fee of £20 to upgrade the telephony as part of your router upgrade.

4.2.10. If you change your mind and cancel the Mesh Wi-Fi System, you will be required to return the Mesh Wi-Fi devices to Truespeed within 14 working days at your own cost. Your account will be adjusted accordingly once the devices are received back at Truespeed.

4.2.11. If you downgrade and no longer require the Mesh Wi-Fi System, you will need to keep the main router and the telephony adaptor (if you have a phoneline) to ensure stay connected.

4.2.12 If you've upgraded your router to a Mesh-ready router and added our Mesh Wi-Fi System, you will not be able to downgrade your router to a previous version.

4.3. **Your** right to upgrade or down grade is subject to the following:

4.3.1. you may not make a request to upgrade or downgrade your Services more than once in any 30 day period; and

4.3.2 you may not downgrade your Services below the level of the Service originally signed up for in your contract however if your Services is not yet live as it has not been installed, you may upgrade or downgrade to any product or package we offer.

## **5. OUR RIGHTS TO MAKE CHANGES OR CANCEL YOUR CONTRACT**

5.1. Minor changes to the Services. We may change the Services:

5.1.1. to reflect changes in relevant laws and regulatory requirements; and

5.1.2. to implement minor technical adjustments and improvements, for example to address a security threat. These changes may affect your use of the Services for example by way of a temporary Service outage.

5.2. **Changes to these terms and conditions.** From time to time, we may update these terms and conditions. We will notify you via email of any changes and the updated Terms and Conditions will be posted on our website. If you are materially disadvantaged by the changes then you may end your contract under clause 9.1.

## **6. PROVIDING THE SERVICES**

6.1. **When we will provide the Services.** We will provide the installation Service and supply the Services to you from the date we agree with you in respect of your order until either you end the contract for the Services as described in clause 9 or we end the contract by written notice to you as described in clause 10.

6.1.1 When adding a Mesh Wi-Fi System at point of switching to Truespeed, as a new customer our installation team will install your Services, your router and connect your first Mesh Wi-Fi System node. Any additional nodes you take, you will be responsible for the positioning and setup within your home. If required, further support will be provided through contacting our Customer Service team and through information on our website.

6.1.2 If you chose to add a phone line at point of order, there will be a one off activation fee of £20

6.1.3 If you do not chose to take a phone line at point of order, we will not be able to provide you with one once you've been installed.

6.1.3.1.1 When adding a Mesh Wi-Fi System where you are already receiving existing Services, you will be responsible for the installation of the devices. Support will be provided through contacting our Customer Service team and through information on our website.

6.1.3.1.2 When adding a Mesh Wi-Fi System where you are already receiving existing Services and do not already have a Mesh-ready router, a one off £40 upgrade fee will be applied to your next invoice as we will need to upgrade your router. If you have a phone line already as part of your contract, there will also be a one off fee of £20 applied to your next invoice as part of the upgrade.

6.1.4 If you already have a Mesh-ready router and wish to upgrade to our Mesh Wi-Fi System, you will be charged the monthly fee per node taken. There is no upgrade fee as you already have our latest equipment.

6.1.5 The Mesh Wi-Fi System is an add on and does not form part of your contract for Services with Truespeed.

6.1.6 For new customers, the Linksys router will only be provided on packages with speeds of 300Mbps and above

6.1.7 For new customers choosing a package lower than 300Mbps, our Mesh Wi-Fi System can still be selected, however a one off £40 fee will apply to upgrade to this service along with the rolling monthly fee per node.

**6.2. If we do not currently provide Services in your area.** If we notify you that we do not currently provide Services in your area and that the provision of Services is subject to there being sufficient take-up but you enter into a contract with us for the supply of Service:

6.2.1. you acknowledge that the contract is binding and we reserve the right to keep you to your commitment to take our Services once they become available;

6.2.2. you shall not be entitled to cancel your contract with us (except under clause 9.3) without our prior written agreement unless we are unable to connect you to our Services within 9 months from the date that we accept your order;

6.2.3. you acknowledge that we may need to cancel your contract in accordance with clause 10.1.6 if there is insufficient take up or if we are unable to provide the Services to you on terms which are commercially reasonable to us in accordance with clause 10.1.7.

6.2.4. until we are able to provide the Services to you, you have the opportunity to take service from other suppliers until such point as we are able to connect you.

**6.3. We are not responsible for delays outside our control.** If the provision of the Services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimize the effect. Provided we do this we will not be liable for delays caused by the event.

**6.4. If you do not allow us access to provide Services.** If you have asked us to provide the Services to you at your property and you do not allow us access to your property as arranged (and you do not have a good reason for this) 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 clause 10.1 will apply.

**6.5. What will happen if you do not provide required information to us.** We will need certain information from you so that we can provide the Services to you, for example, your address and Location of installation. We will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 10.1) 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 providing the Services late or not providing 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.

6.6. Reasons we may suspend the Services. We may have to suspend the Services to:

6.6.1. deal with technical problems or make minor technical changes (including any maintenance, repairs or improvements);

6.6.2. update the Services to reflect changes in relevant laws and regulatory requirements;

6.6.3. make changes to the Services as requested by you or notified by us to you (see clause 5).

**6.7. Your rights if we suspend the Services.** We will contact you in advance to tell you we will be suspending the Services, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend the Services, or tell you we are going to suspend them, in each case for a period of more than 30 days and we will refund any sums you have paid for Services not provided to you.

**6.8. We may also suspend the Services if you do not pay.** If you do not pay us for the Services when you are supposed to (see clause 14.5) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend or limit supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending or limiting supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 14.8). As well as suspending the Services we can also charge you interest on your overdue payments (see clause 14.7).

6.8.1. extra fees maybe incurred if any debt is passed to an external company to recover on our behalf as a result of non payment.

**6.9. We may suspend the Service if you breach our terms and conditions.** We may also suspend the Services if you breach any of the terms and conditions or any other agreement between us (including but not limited to our Acceptable Use Policy).

**6.10. Where will the Service be delivered?** The Services will be carried out at and the Equipment will be delivered to the address specified on the order. Once we have provided an installation date, any request by you for us to delay or split delivery may result in additional costs incurred by us and such costs shall be notified to you in advance.

**6.11. Pre proving ahead of installation.** When you've booked an installation, we may visit your property up to 2 weeks before the installation date, to complete pre proving of the network infrastructure to your home, to ensure we're able to complete your installation on the day we agreed with you. We also refer to this as pre-enablement. The engineer may be a contractor, working on behalf of Truespeed or a member of our own team, but either will have Truespeed ID for identification. They may need to complete works on your property ahead of your installation, but no work will be carried out without your express permission to do so. By placing an order with Truespeed for services, you agree to allowing Truespeed access to inspect any poles or ducting leading up to your property to allow us to complete this activity and confirm if any additional works are required to get you installed. See clause 18.3.

**6.12. What happens if I move house?** If you move house during the minimum term, to an area within the Truespeed planned service area, you may move your contract subject to the following conditions:

6.12.1. You must give us 30 days notice of your intended move out date.

6.12.2. If you move to a property with an existing Truespeed connection, you may move your existing contract to the new property. You may be subject to an installation fee which we will

tell you about when you contact us to tell us about your move. By moving your contract, we'll need to end your current one and restart a new contract at your new property.

6.12.3. If you move to an area where Truespeed provide services but the property is not currently connected to our network, then you may ask us to connect your property to our network. You may be charged our standard installation fee and may be subject to excess installation fees and we will tell you about these when you contact us to tell us about your move. By moving your contract, we'll need to end your current one and restart a new contract at your new property. We will waive any exit fees, providing you sign up your new property within 30 days of confirming your move out date.

6.13. **You may cancel your contract if you move house.** If you are moving house and are moving to an area that Truespeed do not currently serve you may cancel your contract however you will be subject to an early termination charge (clause 9.8).

6.13.1. if you are within the minimum term, as set out in clause 9.8, you must provide us 30 days notification of your cancellation and an early termination charge will be payable.

6.13.2. If you're outside of the minimum term, you must provide us 30 days notification of your cancellation, but you will not be subject to an early termination charge.

6.13.3. If you are on a no contract product, you must provide us 30 days notification of your cancellation, but you will not be subject to any termination charges.

6.14. **Planned outages.** We are occasionally required to perform planned outages in order to carry out necessary maintenance and support work. We will endeavor to schedule Planned Outages in a way which minimizes disruption for example, carrying out work in the early hours of the morning. We shall also endeavor to notify you of any Planned Outages at least five days prior to such work being carried out, although you accept that due to the nature of the Services, this may not always be possible.

6.15. **UPS (Battery Back Up Devices).** As your phone uses your broadband to make calls, your phone may not work if there is a power outage. We can provide an uninterruptable power supply, known as a "UPS" device or battery back-up, to you which will power your phone for a short time following a power outage.

6.16.1 We may be able to provide the UPS to you free of charge in certain circumstances. For example, if you rely on your landline service due to disability, have accessibility requirements or have medical devices connected to your landline service. Please contact us to discuss whether we can provide the UPS to you free of charge.

6.16.2. We offer the UPS device to all customers. If you don't meet our eligibility criteria for a free UPS device then please contact us to discuss your requirements and our prices.

6.16.3. The UPS device will continue to power your phone for approximately 1 hour in the event of a power outage to your property. To ensure your UPS functions correctly, only the Truespeed router and optical network terminal should be plugged into your UPS. Using the UPS to power any unauthorised devices may shorten its battery life and the time you have to make calls in the event of a power outage.

6.16.4. Cordless phones may not be suitable and you should have a corded phone for use with the UPS. It is your responsibility to ensure your landline phone is compatible with the UPS. Please refer to your landline phones user guide for more information.

6.16.5. The UPS is provided so that you are able to make emergency phone calls in the event of a power outage. The UPS is not designed or intended to be used for streaming, gaming and downloading content from the internet. If the UPS device is used for these purposes it will significantly reduce its battery life. It should only be used to make emergency calls

6.16.6 We cannot be responsible nor liable to you if fail to follow our instructions for the storage, installation, use and maintenance of the UPS.

6.16.5. The UPS belongs to us and should be returned along with all other equipment at the end of the contract in accordance with clause 9.10.

6.16.6 If you move house or your circumstances change then please contact us to see if you qualify for a free UPS device.

6.17. **Force Majeure.** We are not liable for events out of our control that may disrupt service such as storms, floods, acts of terrorism, etc. We will endeavor to inform you and restore service as quickly as possible in these circumstances.

6.18. **When you become responsible for the Equipment.** Equipment will be your responsibility from the time we deliver the product to the address you gave us.

## 7. YOUR OBLIGATIONS

7.1. **What you agree to.** You agree to only use the Services for lawful purposes as defined in the Telecommunications Act of 2003 and its successors and you shall always comply with our Acceptable User Policy. This means that you are responsible for the use of your Equipment and Services which shall only be used for personal, non-business use. You will not: use the Equipment or Service for any purpose that may be illegal, fraudulent, a nuisance or abusive; do anything that causes our network to be impaired; use automated means to make calls, texts or send data. You acknowledge that a copyright owner's permission is required to download copyrighted content.

7.2. **You must keep your passwords secure.** You must take reasonable steps to keep all passwords issued to you by us private and confidential. If unauthorised persons become aware of the password, you will inform us immediately so that appropriate security measures can be taken. Only give your password to people if you are happy for them to use your account and add charges on to your account.

7.3. **You are liable for all charges on your account.** You agree that you are liable for charges on your account regardless of whether you or other persons (authorised or unauthorised) run up those charges (unless the charges result from fraud by someone else which you could not have reasonably prevented). For example, if someone who has access to your home uses the Services such as telephone, we would consider such persons to be within your control and you would be liable for those charges.

7.4. **You are liable for 3rd party charges.** You are liable for any 3rd party charges that you incur whilst using our Services, such as premium rate phone numbers or content providers.

7.5. **We maintain ownership of IP Addresses.** Any Internet Addresses (IP Addresses) assigned to you remain our property. You may not sell or transfer the IP address to another party. If this agreement is terminated for any reason, we will reclaim any IP addresses assigned to you and you will be unable to use them.

7.6. **The Service is for your use only.** You may not sell, resell or transfer the Services.

7.7. **What to do if you become aware of fraud?** If you become aware of any fraud in respect of the use of the Services you must notify us immediately.

## 8. USING OUR SERVICES

8.1. **Internet speed guarantee.** We guarantee the speed you will receive on the network that we own and manage. Your internet speeds are measured at the point of entry to your router.

8.2. **What we cannot guarantee.** We guarantee the speed you receive at the point of entry to your router however this does not guarantee you a fault free performance. Once our Service is supplied to your premises the speed that you experience will vary depending on factors



outside our control including the devices you are using, your Wi-Fi signal, the circumstances of your property, and access to third party sites, service and content. For instance, the location of your router, thickness of walls and other electrical equipment can have an impact on Wi-Fi strength. Depending on the size and set up of your home, you may benefit from our Mesh Wi-Fi System. For individual devices, please refer to the manufacturer's information to understand the maximum speeds which it can achieve through the use of Wi-Fi. Due to the inherent nature of the Internet, we cannot guarantee specific levels of performance or speed to other networks or websites.

**8.3. We cannot guarantee the Service will be fault-free.** We strive to reach a 100% availability target however this is an aim and not a guarantee.

**8.4. We may control your data usage.** We reserve the right to monitor and control data volumes and types of traffic transmitted over the Services. In the event that you do not comply with our terms and conditions (including but not limited to our Acceptable Use Policy), we reserve the right to reduce, suspend or terminate your access to the Services.

**8.5. We do not guarantee that maximum transmission speeds can be obtained at any particular time over our network.** Unlike traditional DSL, where your line speed may vary depending on a number of factors, traffic on your Truespeed line will always be the speed you have purchased. However, in line with industry standards, we engineer our network to take advantage of the fact that we do not expect every customer to use 100% of their capacity all of the time. At peak usage times, you may experience a small amount of congestion on the network as a result. We monitor our network closely and will endeavour to minimise congestion where and when necessary

**8.6. You must keep our Equipment in good physical condition.** You are responsible for keeping in good order any Equipment on your property, including the Network Termination Equipment (NTE) and the fibre optic cable. You must inform us of any damage caused by you, including any damage or cuts to Truespeed's network that traverses your property. Any outages to your Service caused by you will not be subject to Truespeed's service refund policy (clause 12).

**8.7. If you are a business you are not entitled to take a Service which is for residential customers.** If we discover that you are not a consumer, we will notify you of the nearest equivalent business package and we shall have the right to end your contract if you do not agree to transfer to that package.

## **9. YOUR RIGHTS TO END THE CONTRACT**

**9.1. What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (9.1.1) to (9.1.6) below, the contract will end immediately and we will refund you in full for any Services which have not been provided. The relevant reasons are:

9.1.1. we have made a change to these terms and conditions that leaves you materially disadvantaged (see clause 5.2).

9.1.2. we have told you about an error in the price or description of the Services or Equipment you have ordered and you do not wish to proceed;

9.1.3. we have given you a price for standard installation plus excess installation charge with which you do not agree and which means you do not wish to proceed with the installation;

9.1.4. there is a risk the Services may be significantly delayed because of events outside our control;

9.1.5. we suspend the Services for technical reasons, or notify you that we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or

9.1.6. you have a legal right to end the contract because what you have bought is faulty or misdescribed or we have not met our contractual obligations to you

**9.2. Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For Services bought at a distance you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**9.3. How long do I have to change my mind?** Where you have purchased Services, you have 14 days after the day we will write to you to confirm we accept your order. If you cancel after we have started providing the Services (including any installation Services), you must pay us for the Services provided up until the time you tell us that you have changed your mind.

#### **9.4 30 Day Money Back Guarantee.**

**9.4.1** If you have purchased a residential product, in addition to your statutory rights under clause 9.2 and 9.3 above, you will have the right to change your mind and cancel your service up to 30 days from the date your service goes live. Our 30 Day Money Back Guarantee means, if you choose to cancel before your 30 days is up, we will return any charges you incurred for broadband usage from the date your connection went live to the date your cancellation is confirmed. Any telephony charges for this period will still be charged and are not included as part of the 30 Day Money Back Guarantee. You can cancel your service by calling our Customer Service team on 01225 300 370.

9.4.2 If you're an existing customer, the 30 Day Money Back Guarantee does not apply to any additional products you purchase or chose to upgrade to during your contract, i.e phone packages and our Mesh Wi-Fi System.

**9.5 Deductions from refunds.** If you are exercising your right to change your mind within the 14 day period as per clause 9.2 and 9.3, but after an installation has occurred we may deduct from any refund an amount for the installation and for the supply of the Service for the period for which it was supplied. This doesn't apply if you are part of the 30 Day Money Back Guarantee as outlined in clause 9.4.

**9.6. When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of you telling us you have changed your mind.

**9.7. Cancelling the contract after the minimum term has expired.** You may cancel the contract anytime after the minimum term has expired, however, you must give us 30 days notice of your intention to cancel.

**9.8. Cancelling the contract during the minimum term 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 during the minimum term but you will have to pay us compensation by way of an early termination charge. The contract will end 30 days after you notify us that you wish it to end and we will refund any sums paid by you for Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you in proportion to the amount of time you have left in your minimum term). The early termination charge is based on the monthly charge for the Service and the remaining period of your minimum term. Information about how to cancel your contract and calculate your early termination charge is in the Customer Support section of our website

**9.9. How to end the contract with us.** To end the contract with us for any of the reasons set out above, please let us know by calling us on 01225 300 370 or by emailing us at [ultrafast@truespeed.com](mailto:ultrafast@truespeed.com) Please provide your name, home address, telephone number, email address and details of the contract.

**9.10. Returning Equipment after ending the contract.** If you end the contract for any reason you must return the Equipment to us within 14 days in good working order. A prepaid package will be sent to you to return your device(s) to us. If the Equipment is not returned within this

timeframe, you may be charged a one off fee of £99. Equipment refers to the router, any Mesh Wi-Fi System devices, plus any other portable devices supplied to you by Truespeed such as phone adaptors and battery back up devices (UPS). Devices attached directly to the wall inside or outside of a property should not be removed. Should you wish to remove the fibre optic cable or network equipment, then this must be done by a Truespeed authorised installation engineer at a cost to you.

**9.11. Signing up to Truespeed after cancelling your contract.** Once your contract with and service from Truespeed has been terminated, you will need to wait 90 days before a new order or installation can take place at your property from the same person. You may be subject to reinstallation fees of up to £120 if there are physical alterations or changes to the property or broadband equipment Location requirements.

## **10. OUR RIGHTS TO END THE CONTRACT**

**10.1. We may end the contract if you break it.** We may end the contract at any time by writing to you if:

10.1.1. you do not make any payment to us when it is due and you still do not make payment within

14 days of us reminding you that payment is due;

10.1.2. 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;

10.1.3. you do not, within a reasonable time, give us access to your property to enable us to provide

the Services to you;

10.1.4. you breach any terms of the agreement between us (including these terms and conditions,

installation terms and conditions and our Acceptable Use Policy); or

10.1.5. you do not agree to our increase in the price of the Services or any installation costs.

10.1.6. if there is insufficient take-up of our Services in your area;

10.1.7. you are a customer to whom clause 6.2 applies and we are unable to provide the Services to you on terms which are commercially reasonable to us which shall be at our discretion).

**10.2. You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for Services we have not provided, but we may deduct or charge you an early termination charge as a result of you breaking the contract. These costs are detailed in the Customer Support section of our website

**10.3. We may stop providing the Services.** We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 3 months in advance of our stopping the Services and will refund any sums you have paid in advance for Services which will not be provided.

## **11. CUSTOMER SUPPORT**

11.1. You can contact our team by phone and email, our opening hours are listed at [www.truespeed.com/contact](http://www.truespeed.com/contact). Our team is not available for support on bank holidays or Sundays. However, if there is a network problem, we constantly monitor our network, and will

know about it before you do - please rest assured that we're doing our best to fix everything before you are even aware.

11.2. Time to fix fibre faults. For Ultrafast Residential customers, we will fix any fibre faults within 4 business days. For Home Office Ultra customers, we will fix fibre faults within 3 business days.

11.3. How to contact Customer Support. You can call us on 01225 300370 or email us at [ultrafast@truespeed.com](mailto:ultrafast@truespeed.com).

## **12. COMPENSATION FOR SERVICE OUTAGES**

12.1. We may provide compensation for a service outage if:

12.1.1. You are an Ultrafast Residential customer and your Service outage has taken longer than 4 business days to repair from the time the fault was first reported; or

12.2. For every day outside of the "time to fix" window that your Service is down, we will credit your account for the equivalent of 2 days of Service. This is calculated by taking your monthly Internet service cost \* 12 / 365.

12.3. You may only receive service compensation for the Ultrafast Residential or Home Office Ultra product. Truespeed will not provide refunds for additional services such as Calling Plan packages, phone services, Mesh Wi-Fi devices etc.

12.4. In order to receive a refund, you are responsible for contacting our Customer Service team within 14 days of the Service outage to request a refund. Any requests made outside of the 14-day period will not be considered.

## **13. IF THERE IS A PROBLEM WITH THE SERVICES**

13.1. How to tell us about problems. If you have any questions or complaints about the Services, please contact us (see clause 2.2 for details).

13.2. What to do if you still haven't resolved your problem. We are registered with The Communications and Internet Services Adjudication Scheme ([www.cisas.org.uk](http://www.cisas.org.uk)). If we are unable to resolve the problem to your satisfaction then you may contact them for dispute resolution.

13.3. Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a Service if its not carried out with reasonable care and skill, or get some money back if we cant fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

13.4 If you have a problem with your Mesh Wi-Fi System and we're unable to fix over the phone, a replacement will be sent free of charge. We will arrange a free of charge collection of the faulty unit.

## **14. PRICE AND PAYMENT**

14.1. Where to find the price for the Services. The price of the Services will be the price set out in your order unless we have agreed another price in writing. We take reasonable care to ensure that the prices of Services advised to you are correct. However, please see clause 14. 3 for what happens if we discover an error in the price of the Services you order.

14.3. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Service's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the Services.

14.4. The initial invoice and installation charge will be sent to you within 7 days of Service Activation. Your first invoice from us will contain your initial installation charge, a charge for the Services from the date of Service Activation up to the end of the month, any charges for add on's such as phone packages or our Mesh Wi-Fi System, and may include a charge for the next month in advance.

14.5. We will invoice you monthly in advance, at the beginning of each month, for the Services and add on's and in arrears for any charges to your account from the previous month. You must pay each invoice within 7 calendar days after the date of the invoice, using the payment methods set out in the invoice.

14.6. **Payment methods.** We will take payment by direct debit within 7 working days of your invoice being issued.

14.7. **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 14.6) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank plc. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.8. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

14.9. **What happens when my minimum term comes to an end.** If you do nothing, you'll continue on the same package and will be charged the full RRP of your chosen plan. Alternatively, you can call our team on 01225 300 370 to discuss your options. We'll confirm the current plan you are on, what new plans are available to you, and how you renew your contract. We'll also confirm how you can cancel your contract in line with clause 9 in this document. If you've had a speed boost off the back of claiming a BDUK voucher, or as part of being a Truespeed champion, you'll need to renew with us to maintain this.

14.10. **What if I don't want to renew.** Simple. Call us on 01225 300370 and we can cancel your contract. Your Direct Debit will be cancelled once all payments for the service received have been settled. You'll be subject to a 30 day notice period. You will be required to return any equipment to us in Line with point 9.10.

## **15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

15.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**15.2. When we are liable for damage to your property.** If we are providing Services in your property, we will make good any damage to your property caused by us while doing so, except where such damage is made clear to you, or otherwise reasonably foreseeable, as a requirement of our providing the Services (including any installation Services). However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services.

**15.3. We are not liable for business losses.** We supply the Services for domestic and private use. If you use the Services for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**15.4. We do not control content on your Service.** You acknowledge that we are unable to exercise control over the content of any information passing over our connection or our network, and that we are not liable for any transmission or reception of information of whatever nature.

**15.5. We are not liable for failures to the Service not caused by us.** We are not liable for any failure of the Services or other products resulting from interference by you or any third party not in accordance with our terms or written instructions. You shall tell us immediately about any loss or damage to any part of the Services or relevant products on your property or any cable or routers provided to allow you to use the Services. You will be liable for the cost of the replacement of or repairs to any such products, including routers or cables

**15.6. What if we are unable to deliver the Service due to insufficient demand?** If we are unable to deliver the Services due to insufficient take-up by other customers in the local area, our liability shall be limited to refunding any pre-payment made by you to us.

**15.7. Who is responsible for security?** You remain responsible for the security of your network and systems, and we shall not be liable for any unauthorized access unless this is caused by our negligence.

**15.8. The landowner must consent.** By entering into the agreement of the Services, you must obtain the relevant consent from any owner of the property or other third party as may be required to receive the Services, and we shall not be liable for your failure to obtain such consent.

## **16. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**16.1.** We will only use your personal information as set out in our privacy policy which you can find here <https://www.truespeed.com/privacy-policy>

**16.2. Including your telephone information in a directory.** By default we will not include your phone number in any phone directories. If you would like this information included, contact us to let us know.

**16.3. Location data for emergency services.** We are required by law to pass on the location of your property to emergency services using 999 or 112 if you contact them via your Truespeed telephone Line.

## **17. OTHER IMPORTANT TERMS**

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

**17.2.** 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.

17.3. 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.

17.4. 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 or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

17.5. 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 Services in the English courts.

17.6. Your existing Telecommunications connection. You may have existing contracts for telecommunications services (i.e. line rental, or calls, or broadband) with your old service providers, which have minimum service periods in them. You are responsible for checking any such contracts and for paying for any ongoing charges or charges on termination that you may have to pay to your old service provider. These are separate from our Services, we do not control these charges and they will be payable by you in addition to our charges.

## **18. FIBRE INSTALLATION**

18.1. Who will do the installation. A Truespeed authorised engineer will carry out the installation.

18.2. Installation design and charges. Standard installation is included as part of your contract with Truespeed. Standard installation includes using any existing or planned overhead infrastructure, unless usable underground routes to the property are already in place. Truespeed will confirm and agree all installation design, and will agree any additional charges with you before commencing installation. If you do not agree to the excess installation charges you may cancel your contract as per clause 9.1.

18.3. The landowner must provide consent. Installation of the fibre optic cable requires the consent of the owner of the land where the fibre optic cable will be travelling, including the use of any infrastructure such as ducting or poles required to connect you, that exists on your land or property. This includes any visits required prior to installation to complete pre-proving activities to ensure we can connect you on the date agreed. The land owner does not need to be present during any pre-proving activity. By entering into a contract with us for Services, you confirm that you provide or have obtained such consent. This consent is not for the sole and exclusive service to your property and can be utilised by Truespeed to serve surrounding properties.

18.4. The building owner must provide consent. Installation of the network equipment requires the consent of the owner of the building. By entering into a contract with us for Services, you confirm that you provide or have obtained such consent.

18.5. There must be someone over the age of 18 who is authorised to make decisions on your behalf physically present during installation. Installation of the network equipment requires someone to be home with the Truespeed authorised install engineer. We will organise this on a day mutually convenient to both you and us. If the installation engineer shows up and is unable to gain access to the property at the agreed upon time, you may be charged a subsequent call out fee of £50 and will be required to contact Truespeed to reschedule your installation. The installation will be rescheduled alongside our current installations at a future date.

18.6. The installation point for the NTE will be to a location mutually agreed upon beforehand. Any subsequent changes to this location may incur a cost.

18.7. If you've taken our Mesh Wi-Fi System as part of switching to Truespeed, our installation engineers will setup your router and first parent node as part of the installation. Any additional nodes you take, you will be responsible for the positioning and setup within your home. If required, further support will be provided through contacting our Technical Support team and through information on our website

18.8. Changes in the installation specification. In the event that you change the specification of the installation that has been agreed upon, you will be responsible for all additional costs if incurred. 18.9. The Service will be considered activated after the installation acceptance testing. This will be done by the Truespeed authorised install engineer at your premises.

## **19. PHONE INSTALLATION**

19.1. Unless you choose to port your current phone number to us, you will automatically be assigned a phone number for your Truespeed telephone connection.

19.2. When will your phone line be activated? If you choose to port your phone number to us, your Truespeed phone line will not be active until the phone number has been ported over. You will not be charged for Services relating to your phone until the phone line has been activated. There is a one off fee of £15 for porting over your number. Please do not cancel your existing contract until your number has been ported and is live with Truespeed.

19.3 If you choose to take a phone line with Truespeed when you switch, you'll be charged a one off fee of £20 to activate your new phone line. This is in addition to the £15 porting fee if you are also choosing to port your number over to us.

## **20. NUMBER PORTING**

20.1. You may request us to 'port' your number to Truespeed. You may move your existing number so as to continue with its use from another telecommunications provider and we will try to do this wherever it is reasonably practicable. However, you accept that this may not always be possible. In these circumstances we will provide you with a new number. If you have any questions in this regard please call Truespeed Customer Services.

20.2. You will be charged a fee to port your number. If you choose to port your existing phone number, you will be charged a one off porting fee of £15 to move your number to Truespeed. Details of this fee can be found on your order.

20.3. Porting may take up to 30 days. Telephone number porting can take up to 30 days but in most circumstances will be done before then. Do not cancel your existing contract until your number has been ported, see clause 20.8.

20.4. What happens if the port is unsuccessful. If the porting is unsuccessful due to a mistake made on our part, Truespeed will resubmit the port at no additional cost to you. If porting is unsuccessful due to a mistake on your part, you will be charged a porting fee for each porting submission.

20.5. Once your number is ported, your copper phone line will cease to function. On the day of porting, you may experience a temporary loss of telephone service of up to 24 hours.

20.6. Billing rates. Truespeed's billing rates may be different from your previous provider. Consult our Call Tariffs page for a complete list of call costs.

20.7. You may change your mind. You may change your mind up to one business day before your phone number is scheduled to be ported. If you choose to cancel the porting of your number before it has completed, but after we have commenced the porting process, you will still be charged the porting fee.



20.8. Do not cancel your existing phone connection before your number has been ported. If you cancel your phone number before the number has been successfully ported, your old telephone company may reclaim the number and it will not be available to be ported.

## **21. PHONE SERVICE**

21.1. Calls within a calling plan package. Calls made inclusive of a calling plan package are limited to a maximum duration of 60 minutes. After 60 minutes, please hang up and redial the number to continue your call. Calls lasting longer than 60 minutes will be charged at our standard rate for subsequent minutes.

## **22. CANCELLATION BEFORE INSTALLATION OR SERVICE ACTIVATION**

22.1. You may be liable for costs if you decide to cancel. If you decide to cancel your order, we may charge you for all costs which we have already incurred including:

22.1.1. The standard installation cost

22.1.2. Any excess installation costs as details on your installation confirmation

22.1.3. the porting fee if applicable

22.1.4. a £25 admin fee

22.2. **Who owns the installed Equipment?** Any Equipment installed or supplied by us is owned by Truespeed and must be left in situ or returned as outlined in clause 9.10. Should you wish to remove the fibre optic cable or network equipment that is attached to the property, then this must be done by a Truespeed authorised installation engineer at a cost to you.

22.3. How to cancel. If you wish to cancel before any installation has taken place, please contact us as set out below.

22.4. Your money will be refunded in 14 days. If any sums are due from us to you as a result of your cancellation, we shall refund such sums within 14 days of the date of cancellation.

## **23. HOW TO CANCEL**

23.1. If you choose to cancel the Services you just have to let us know. The best ways to contact us are to:

23.1.1. Call us at 01225 300 370 to speak to a member of our Truespeed Customer Services team; or

23.1.2. Email us at [ultrafast@truespeed.com](mailto:ultrafast@truespeed.com)

## **Acceptable Use Policy (AUP)**

### **1. DEFINITIONS**

1.1. Users or you means customers or anyone the customer allowed to use our services.

1.2. Us refers to Truespeed Ltd.

1.3. AUP refers to the Acceptable Use Policy

## **2. OUR SERVICES**

2.1. Which Services are affected by this AUP. UltraFast Internet and phone, and phone only (the "Services")

## **3. WHO MAY USE THE SERVICES**

3.1. Who may use The Services. The Services may be used by you (the customer), and any other person you allow to use our Services.

## **4. ILLEGAL ACTIVITIES**

4.1. You must not use our Services in any way or for any activities that are unlawful or illegal or in any way detrimental or harmful to our users or us.

4.2. You must not allow anyone using your connection to use our Services in any way or for any activities that are unlawful, illegal, or in any way detrimental or harmful to our users or us. Examples of these activities include (but are not limited to):

4.2.1. Publishing, distributing, circulating or otherwise propagating any material which may be deemed illegal, abusive, offensive, harmful, obscene or threatening.

4.2.2. Activities which will or may reasonably be expected to:

4.2.2.1. Infringe on the rights of others' including but not limited to privacy and copyright 4.2.2.2. Cause a reduction in performance or functionality of any computer or network 4.2.2.3. Breach any laws, or has any unlawful purpose or effect

4.2.2.4. Harm or attempt to harm minors in any way.

## **5. BREACH OF THIS AUP**

5.1. If you are found in breach of this AUP (which we shall determine in our sole discretion, acting reasonably), this will constitute a material breach by you of the agreement between us. As a result, the steps we may take include:

5.1.1. Informal chat on the phone

5.1.2. Issue a warning letter

5.1.3. Suspend your access to the Services immediately, temporarily or permanently

5.1.4. Terminate your account with us

5.1.5. Take any other reasonable action (including taking legal action)

5.1.6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

## **6. YOUR RESPONSIBILITIES**

6.1. You may not sell or resell The Services. Our service is for personal use only.

## **7. SECURITY**

7.1. Security when using the Services is your responsibility. We are not responsible for your failure to take proper security measures on your computers, tablets, mobile phones, etc.

7.2. All wireless networking equipment that you use in relation to the Services must be password protected. All Wi-Fi passwords must be kept secure and confidential. We recommend that you change your Wi-Fi password regularly which our Technical Support team can manage for you by contacting them on **01225 300 370** or emailing us at **[ultrafast@truespeed.com](mailto:ultrafast@truespeed.com)**

7.3. We may suspend your services if your devices are attacking others. If we identify devices on your connection causing a significant impact on our Services, or are part of a botnet type attack, we reserve the right to suspend or disconnect your access to the Services without notice. We will contact you as soon as practicable to attempt to resolve the situation.

7.4. All users using The Services must ensure that their devices are protected with up to date anti-virus software and a properly configured firewall (where applicable).

## **8. REPORTING AUP BREACHES BY OTHERS**

8.1. Contact [abuse@truespeed.com](mailto:abuse@truespeed.com)

## **9. EMAIL**

9.1. Unsolicited emails will not be tolerated. You may not use the Internet service to send SPAM or unsolicited emails.

## **10. FAIR USAGE**

10.1. We do not put a cap on the amount of data you can use, however if we feel that your overall usage is negatively affecting our network and other customer's use of the network, we may contact you to discuss your usage.

10.2. We do not restrict or otherwise shape traffic types. All traffic is treated equally.

## **11. HOSTING**

11.1. You may not host servers or content on your Internet connection if you have purchased the UltraFast Residential or Home Office Ultra product.

## **12. PHONE USAGE**

12.1. You are expected to use your phone for personal use only. You may not use the phone for high intensity business purposes that would not be considered part of a normal residential home users profile.

## **13. CHANGES TO OUR AUP**

13.1. We may change the terms of this AUP from time to time. Changes to this AUP will be posted to our website. You should check for any updates to this AUP as it is legally binding on you as a user of our Services.

13.2. Date of last update is: - 10<sup>th</sup> January 2025