

Last updated on 04.02.11 - 015

**Recent amendment: New clause 18 inserted**

The terms and conditions set out the basis on which We will provide services to You. You must read these terms and conditions carefully and, if You wish to proceed, confirm Your acceptance of these terms and conditions by clicking on the button marked "Accept" below (online) or agreeing to be bound by them (offline).

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## **1 DEFINITIONS**

1.1 In this Agreement the following terms shall have the following meanings:

"Acceptable Use Policy" means the document setting out Our acceptable use policy for the Service included in Our literature and published on-line, as amended from time to time.

"Account Address" means the Address that We allocate to You to administer Your account

"Address" means an email address in the form username@username.karoo.co.uk or any additional email addresses in the correct format that You choose to create.

"Agreement" means the contract between Us and You incorporating these terms and conditions.

"Charges" means the charges payable by You for the Service which We provide to You under this Agreement as amended from time to time. Charges will be set out in or calculated in accordance with the Price Manual.

"Communications Line" the telecommunications system that You use to obtain telecommunications services over the telephone network at the Premises;

"DSLAM" digital subscriber line access multiplexer;

"Effective Date" means the latter to occur of:

- (i) the first date upon which We can offer the Service to You following any trial period; and
- (ii) any other date agreed between Us.

"Fair Usage Policy" means the document setting out Our fair usage policy for the Service included in Our literature and published on-line, as amended from time to time;

"Internet" means the collection of computer networks which use the TCP/IP protocols to communicate with one another.

"Internet Standards" means the protocols and standards defined in the following Internet documents: RFC1009, RFC1122, RFC1123 and RFC1250 and/or any future protocols or standards as appropriate.

"Line Rate" the rate of connection between Your Hardware and the DSLAM located at the local exchange;

"Maximum Stable Rate" the maximum Line Rate the Service is expected to achieve on Your Communications Line, calculated on a per line basis;

"Minimum Period" means the minimum period for the Service as detailed in the Price Manual, commencing on the Effective Date;

"Monthly Usage Allowance" the Usage included with the Service, as defined in the Price Manual;

"Name" means a node name in the form of www.username.karoo.net allocated to You by Us for use with the Services.

"Premises" means Your premises to which the Service is to be connected.

"Price Manual" means the document setting out details of prices, tariffs and specifications for the Service included in Our literature and published on-line, as amended from time to time.

"Rate Adaptation" the automatic negotiation of the best Line Rate between the DSLAM and Your Hardware, based on the settings within Our network, line characteristics and conditions. Rate Adaptation can occur several times a day, thus resetting the rate between Your Hardware and the DSLAM;

"Reconnection Charge" means the charge payable for reconnection to the Service, as set out in the Price Manual, following a termination or suspension of the Service by Us;

"Service" means the Karoo Broadband service You select which enables You to gain access to the Internet and/or Your allocation of web space, as specified in the Price Manual.

"Software" means the software which enables You to use the Service.

"Stabilisation Period" a period of up to 14 Working Days commencing from the date that You first use the Service following the Effective Date, during which time the Maximum Stable Rate will be established for Your connection;

"Usage" the amount of data transferred over the Service to You measured in gigabytes (GB).

"We, Us, Our" means KCOM Group PLC of 37 Carr Lane, Hull HU1 3RE.

"Website" means [www.karoo.co.uk](http://www.karoo.co.uk), or any other website that We may inform You of, from time to time;

"Wi-Fi Hotspots" means a location where You can use Your wi-fi enabled equipment to access the Service.

"Working Day" means any day other than Saturdays, Sundays and public holidays.

"You, Your, Yours" means the person with whom We enter into this Agreement.

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## **2 PROVISION OF SERVICE**

2.1 By accepting these terms and conditions, You have placed an order for the Service on these terms and conditions. Following on from your order, We shall contact You by post or email to confirm the details of the Service You have agreed to take. Your order represents an offer from You to Us to purchase the Service. We shall send confirmation to You, by post or email, when Your order is accepted by Us. Our acceptance of Your order will create the Agreement between You and Us for the Service.

2.2 You must tell Us the Name and Address that You would like to use with the Service and We will use all reasonable endeavours to allocate them to You or if they are unavailable such other Name and Address reasonably acceptable to You as are available.

2.3 Any dates which You ask for or We provide as part of this Agreement, are estimates only. We will use all reasonable endeavours to meet any such dates but We do not accept any liability if We fail to do so.

2.4 In the event of any interruption in the Service You should contact Our helpdesk. Please note that We will not be liable for any failure of the Service due to any fault outside Our control including faults arising from any telecommunications network or circuit which is not operated by Us, the Software or any other software or equipment not provided by Us.

2.5 We may implement an additional element to the Service, which will scan all incoming and outgoing e-mails for viruses. If We detect a virus, We will not deliver the infected e-mail.

2.6 We may implement an additional element to the Service, which will scan all incoming e-mails to see if they are unsolicited bulk commercial e-mails (“Spam”). If We detect a Spam e-mail, We will deliver it to a separate folder, which You may access using Your password. Spam e-mails will be deleted from this folder after 30 days. If You choose to have Spam e-mails delivered straight into Your inbox, We will identify them as being Spam.

2.7 If You use the Service to send or receive emails, We reserve the right to delete any unread emails two months after receipt.

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### **3 HARDWARE**

3.1 You will need to use a modem or router, referred to as “Hardware”, complying with the specifications set out in the Price Manual in order to use the Service. You may not receive the best speeds available for Your Service, if You do not use complying Hardware. We will not be responsible for any problems you experience with the Service that are caused by You using Hardware that does not comply with this specification.

3.2 If You purchase the Hardware to use with the Service from Us:

3.2.1 Ownership of the Hardware shall only pass to you when you have paid Our Charges for the supply of the Hardware in full. If you do not pay these Charges when due, You must give us access to the Premises to recover the Hardware;

3.2.2 We will assign the benefit of any product warranties given by the manufacturer or supplier of the Hardware to You; and

3.2.3 You shall be entitled to replacement hardware if You experience any problems with the Hardware, during the initial 12 month period following on from the date on which We supply the Hardware to You, if such problems can be attributed to any defects with the materials or manufacture of the Hardware. You should return the Hardware to Us and We will provide You with a new or as new hardware of similar specification as the Hardware being replaced. This service does not limit or replace any rights granted to You in law.

3.3 If We provide Hardware to You, for You to use with the Service, as part of a free set-up and installation offer, You acknowledge that the Hardware shall remain the property of KC until the expiry of the Minimum Period specified in clause 7.1. If the Service is cancelled, in accordance with clause 5.1 or during the Minimum Period specified in clause 7.1, You must return the Hardware to Us. If You fail to return the Hardware within 5 working days from the date of termination of Your Service, You shall incur a charge equivalent to the retail price of the Hardware, which shall be deducted from Your account, prior to Your account being closed.

3.4 If You request Us to post the Hardware to You, You shall pay a delivery charge for the Hardware.

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## 4 INSTALLATION

4.1 You must use the Service over a standard KC telephone line installed at the Premises. The telephone line specified by You must be suitable for the installation and use of the Service. Our provision of the Service will be dependent on the satisfactory completion of Our testing, installation and activation of the Service at the Premises.

4.2 You must be the KC account holder for the telephone line that You intend to use with the Service. You will need to ensure that You have already entered into a separate agreement with Us for the provision of this telephony service.

4.3 If We carry out a site visit to assist You with the installation of Your Karoo Broadband service, You must pay the installation Charge set out in the Price Manual. You will not have to pay this Charge if You carry out the installation of Your Karoo Broadband service without Our assistance.

4.4 You must always ask Us to carry out the installation of Your Karoo Broadband service where this also requires the installation of a new telephone point at the Premises. The telephone points for KC telephone lines form part of Our network and can only be modified by Our authorised engineers. Any telephone point that We install at the Premises will remain Our property and We reserve the right to remove or modify this equipment when the Agreement terminates. You agree to give Us access to the Premises when reasonably required by Us in order to carry out any such recovery.

4.5 You must always pay the connection Charge set out in the Price Manual to connect to the Service, irrespective of whether You have carried out the installation of Your Karoo Broadband service by Yourself or with Our assistance.

4.6 You will be responsible for restoring the condition of the Premises after any of Our installation or deinstallation work, including any redecorating that may be necessary.

4.7 You acknowledge that

4.7.1 some technical limitations within Our network may not become apparent until after the Service has been installed and working for some time. In such instances, We may terminate this Agreement on notice to You. In such circumstances, We will notify You of any alternative services We can provide to You, if any; and

4.7.2 following activation of Your Communications Line You may suffer a temporary loss of telephone service. This will be reinstated following installation as soon as reasonably possible.

4.8 If You request Us to repair a fault with the Service, We will not charge You for the repair of the fault unless:

4.8.1 there is no fault with Our network or Our equipment; or

4.8.2 the fault has been caused as a consequence of Your actions or omissions; or

4.8.3 You are not in when We call at Your premises.

If You ask Us to repair the fault outside Our normal fault-repairing hours, You may have to pay an additional charge. Our hourly rate is in Our Price Manual.

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## **5 YOUR RIGHT TO CANCEL**

5.1 You have a limited right to cancel this Agreement and any Service You have agreed to take at any time up to the earlier to occur of:

5.1.1 the passing of 8 Working Days from the date on which You receive the confirmation referred to in clause 2.1; or

5.1.2 the date on which You first accept installation of or make use of the Service. In order to exercise this right of cancellation, You should give us a notice confirming that You do not wish to proceed with the Service in accordance with clause 17. You will then need to return any disks or other equipment that may have been provided to You by sending them in to us by post at the address given in clause 17. You shall be responsible for any costs and/or expense incurred by You for the return of any such equipment and You acknowledge that You will not be entitled to receive a refund for any delivery costs that We may have incurred.

5.2 If You decide to purchase Hardware from Us to use with the Service, You will have an additional right to cancel this purchase at any time up to the passing of 8 Working Days from the date on which We deliver the Hardware to You. The Hardware will normally be delivered to You by the engineer that comes to install the Service at the Premises, or posted to You if You decide to install the Service Yourself.

In order to exercise this right of cancellation, You should give Us notice confirming that You do not wish to proceed with the purchase of Your Hardware. You will then need to return the Hardware to Us together with its original packaging by sending it to Us by post at the address given in clause 17. You shall be responsible for any costs and/or expense incurred by You for the return of any such equipment and You acknowledge that You will not be entitled to receive a refund for any delivery costs that We may have incurred.

If You exercise Your right to cancel the purchase of Your Hardware after it has been installed by Our engineers, You must still pay Our installation Charge.

You should note that Your right to cancel the purchase of Your Hardware under this clause 5.2 is separate to Your right to cancel the Service itself under clause 5.1. If You exercise Your right to return the Hardware to Us after the time to exercise Your right to cancel the Service has expired, You will still be bound to take the Service for the Minimum Period specified in clause 7.1. In these circumstances You will be responsible for purchasing Your own Hardware to use in conjunction with the Service.

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## **6 CHANGES TO THE SERVICE**

6.1 We may change the technical specifications of the Service if needed to improve or correct the operation of the Service.

6.2 We may suspend the Service from time to time to carry out routine maintenance or changes to the Service.

6.3 You may change Your Service by calling the Customer Services Team. If You change Your Service the Charges for Your current Service will continue to apply until the start of the next billing period. If You change Your Service You may need to pay a regrade or downgrade Charge, as detailed in the Price Manual.

6.4 . If You upgrade or downgrade Your Service, Your new Service will not normally be subject to a further Minimum Period. However, if You take up an offer of free hardware as part of an upgrade, Your new Service may be subject to a further Minimum Period. Any changes to the Minimum Period for Your service will be clearly explained to You at the time You request the change in service.

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## **7 TERM**

7.1 This Agreement shall start on the Effective Date and shall continue for the Minimum Period as specified in the Price Manual. Thereafter, this Agreement shall continue until terminated by either of us giving the other one month's written notice.

7.2 Notwithstanding the provisions of clause 7.1, this Agreement may be terminated early by either You or Us in the circumstances described in clause 12.

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## **8 CHARGES AND PAYMENT**

8.1 We will inform You of Your payment date at least 10 working days prior to debiting any regular Charges from your bank account. If there are any changes to the payment date or the amount of the regular Charges, We will provide 10 working days notice of such change.

8.2 For all other Charges, We will issue an invoice to You and (i) We will collect payment of the Charges from You 10 working days after the date of the invoice; or (ii) You must pay the Charges for the Service within 10 working days of the date of the invoice.

8.3 If this Agreement is terminated part way through any period for which You have paid Charges in advance, You will be refunded the Charges You have paid for the unexpired portion of that period when the Agreement terminates.

8.4 We may suspend the Service if You have not paid any Charges due pursuant to this Agreement by the due date. If You wish to resume service You may be liable for a further connection charge.

8.5 We may increase the Charges at any time. Unfortunately, We cannot let all of our customers know of every change We make to the Charges in person but We will publish details of any significant increases to Our Charges as soon as possible on Our Website and will send notice to You by email to Your Address. We will do this at least two weeks before the increase takes place

and You accept this as adequate notice. Within 14 days of the date of Our notification of the increase in Our Charges, You shall be entitled to terminate this Agreement by giving Us one month's notice, if You are affected by the increase. If You do this, You will not be affected by the relevant increase during the termination period.

8.6 You are responsible for ensuring that Your PC is of an appropriate specification and set correctly to use with the Service, as specified in the Price Manual. You shall be responsible for any additional telephone charges You incur either with Us or with any other network operator as a result of Your PC being set incorrectly. Details of Our service numbers are available on Our Website.

8.7 If the Service You receive is subject to a Monthly Usage Allowance, You shall have sole responsibility for the monitoring of Your Usage and shall pay any Charges for each gigabyte or part thereof, of Usage over and above the Monthly Usage Allowance for the Service as detailed in the Price Manual. We do not accept any liability or responsibility for the Charges that You may incur as a result of Usage of the Service, whether made innocently or with, or without, Your consent or knowledge.

8.8 We will send regular warnings to You by notice to Your Account Address when You reach and/or exceed a set proportion of Your Monthly Usage Allowance, depending on the Service You take and as detailed on Our Website. You must ensure that You access Your Account Address regularly in order to receive such notices.

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## **9 USE OF SERVICE**

9.1 You must only use or allow the use of the Service in accordance with all relevant policies that we include in Our literature and publish online including but not limited to the Acceptable Use Policy and the Fair Usage Policy. We reserve all those rights in respect of investigating or intervening in the Service that are specified in the Acceptable Use Policy and the Fair Usage Policy.

9.2 You must not use any applications or additional services that We provide for use in conjunction with the Service (including in particular any online backup service) for the purpose of file sharing with other Internet users.

9.3 The Service is an "always on" service and any PC's that You connect to the Service will be susceptible to hacking or other unauthorised access if they are not appropriately protected. We accept no liability for this. It is therefore Your responsibility to install appropriate firewall protection at the Premises for use with the Service.

9.4 For security reasons, the Service incorporates dynamic IP addressing as standard. However, certain services have optional static IP addressing.

9.5 The Download speeds You achieve using the Service will vary depending on a number of factors including the number of other users on line, general usage across the Internet, the quality of the connection to the Internet site You are using, the distance of the Premises from the local exchange, and the application of the Fair Usage Policy.

9.6 We continuously monitor network performance and may reduce the speed available to very heavy users to ensure that the service received by other customers is not impacted through the very heavy usage of a minority of customers. If You are classified as a very heavy user You may experience significantly reduced speed at peak times (typically 5:00 pm to midnight every day). These restriction will continue for a period of 30 days, or for so long as Your heavy usage continues. This restriction applies in addition to the restrictions set out in the Fair Usage Policy and applies to customers on all Karoo products.

9.7 The Service, including any free Webspace provided, is not intended for use for any non-personal or commercial purposes and You must only use it for Your own domestic use.

9.8 You must not resell the Service to any third party or allow any third party to use the Service on a permanent or regular basis. Terms and conditions for the supply of commercial internet services are available on request.

9.9 If You access the Service from any of Our Wi-Fi Hotspots access to the Service is provided via Our Wi-Fi Hotspots without any additional Charges. You must use the username and password that was provided to You when You registered with Us for provision of the Services;

9.10 You acknowledge that Your use of the Service is at your own risk. The Service is provided on an "as-available" basis. We do not warrant that the Service will be uninterrupted, timely, secure or error-free at all times or will meet Your requirements; and We are not responsible for the security, integrity, accuracy or completeness of any information that You transmit or receive while using the Service;

9.11 You will keep confidential any username or passwords provided to You in order to access the Service, and will not disclose them to any other person for any reason. You will be responsible for any loss that arises from you losing, misusing or otherwise disclosing any such username or passwords. If you lose any such username or passwords, you should contact the Customer Services Team immediately. Please note that we are not obliged to issue a refund if You lose Your username or password; and

9.12 We shall be entitled to terminate the Service immediately if We discover that:

(i) You have accessed the Service using Your username and password on multiple occasions, simultaneously;

(ii) You have permitted (whether knowingly or not) a third party to access the Service using Your username and password; or

(iii) You have permitted (whether knowingly or not) any third parties to access the Service using a wireless connection over Your Communications Line for any reason other than the ordinary domestic and legitimate use of the Service.

For the avoidance of doubt, connecting multiple devices to the Service located at the Premises, using a wireless connection over Your Communications Line, shall be considered an ordinary domestic and legitimate use of the Service. However, Your receipt of payment from third parties in

consideration of them using the Service, by means of a wireless connection over Your Communications Line, will not be considered an ordinary domestic and legitimate use of the Service.

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## **10 RATE ADAPTATION AND STABILISATION**

10.1 You acknowledge and agree that the speed and the stability of the operation of the Service is determined by:

10.1.1 the characteristics of Your Communications Line, which include its physical length, quality and susceptibility to interference from other Communications Lines;

10.1.2 the specific IP application protocol used;

10.1.3 electrical, electromagnetic or radio frequency interference;

10.1.4 Rate Adaptation and the Line Rate of Your Hardware;

10.1.5 the capacity available within Our network, any third party network or the internet generally; and/or

10.1.6 Our management of the network traffic and the priority that may be applied to the Service that You have purchased from Us.

10.2 If, for any reason, We should be required to visit Your Premises to assist with the installation of the Services (or any fault reported thereafter), You may incur an additional charge.

10.3 You acknowledge that Your Line Rate will be subject to Rate Adaptation. Rate Adaptation can occur several times each day and may change the Line Rate available to You. Such changes in the Line Rate may re-set Your connection to Our network or the DSLAM.

10.4 The Service may provide upstream (and downstream) Rate Adaptation. If so, there shall be a maximum and minimum Line Rate available for the Service. Information regarding the maximum Line Rate available for the Service and the commitments We have made to Our customers in accordance with Ofcom's Voluntary Code of Practice for ISP's is available on Our Website.

10.5 If applicable, You acknowledge that the Stabilisation Period cannot commence and that We will not be able to establish a Maximum Stable Rate, until You have installed the appropriate Hardware and the Communication Line is synchronised to the relevant DSLAM. The Maximum Stable Rate may be subject to change.

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## **11 WEB SPACE**

11.1 You must only use any web space allocated to You as part of the Service in accordance with the Acceptable Use Policy.

11.2 Details or logs of who visits any site You create using Your web space will not be made available to You.

11.3 Retaining copies of any content or data stored on any web site You create using Your web space is Your responsibility. We will not keep backup copies of Your web site. We accept no responsibility for loss of any such data or content which results from Your use of the Service.

11.4 The passwords You use with Your web space are Your responsibility and should not be disclosed to any third party.

11.5 You must only reference the pages on Your web space by using the Name allocated to You. You must not reference Your web space by a dotted IP address (e.g. 194.157.67.11). Domain names that are not sub-domains of www.karoo.net/ will not be made available for use with the Service.

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## **12 SUSPENSION & TERMINATION**

12.1 We may terminate this Agreement immediately without prior notice if:

12.1.1 You fail to pay any Charges by the relevant payment date; or

12.1.2 You are in breach of clauses 9.1 or 11.1 or We have reasonable ground for suspecting that You are in breach of these clauses.

12.2 Either of Us may terminate this Agreement if the other is:

12.2.1 in breach of any material term of this Agreement and (if remediable) fails to remedy such breach within 30 days of written notice so to do, or if the other party is consistently in breach of any of the terms of this Agreement; or

12.2.2 presented with a bankruptcy petition, or if the other party is unable to pay its debts as they fall due, or has a resolution passed for its winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction where the resulting entity takes over all of its assets and liabilities), or a court of competent jurisdiction makes an order to that effect, or it becomes subject to any administration order, or enters into any voluntary arrangement with its creditors, or ceases to carry on business, or has a receiver or administrative receiver appointed, or is in a position whereby a court is entitled to appoint a receiver or administrative receiver.

12.3 We shall be entitled to suspend the Service immediately and without notice in the event that You are in breach of any term of this Agreement. Any such suspension shall not relieve You of Your liability to continue to pay the Charges and shall be without prejudice to any other rights we may have to terminate the Service.

12.4 If You have not paid any Charges due pursuant to this Agreement by the relevant payment date, We shall be entitled to (i) suspend the Services, until We receive payment from You; and/or (ii) add a late payment charge of £5 to your next bill. We may also charge you £23.50 for any dishonoured direct debit or cheque payments.

12.5 If You have not paid any Charges due pursuant to this Agreement by the due date, We may instruct a debt-collection agency to collect payment on Our behalf. If We do, You will have to pay Us an extra amount. This will not be more than the reasonable costs We have to pay the agency, who will add the amount to Your debt on Our behalf. This clause will apply even if the Agreement between You and Us has ended.

12.6 Upon any termination of this Agreement for any reason whatsoever, You must stop using the Service. You must also pay any outstanding Charges to Us.

12.7 Within a reasonable time following termination of Your account (i) Your Name and Address will be deleted and/or made available to other subscribers of Our services; and (ii) Your web space will be automatically deleted. We will not be liable for any losses You incur as a result of this.

12.8 Optimum performance of Our Karoo Broadband services can only be guaranteed where the line length connecting the Premises to the local exchange is less than 6 kilometres in length. We reserve the right to withdraw any Karoo Broadband service if You experience persistent faults with the Service.

12.9 If We suspend the Services We provide to You, for any reason whatsoever, You may be liable to pay a Reconnection Charge if We agree to resume such Services (such agreement to be exercised with objective justification), plus all reasonable costs and expenses (including legal fees) that We may incur, if We have reasonable justification for doing so. However, We may be prevented from reconnecting You to the Service, for reasons beyond Our control. The reconnection may take up to 60 days from the date that We receive Your request for reconnection.

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## **13 WARRANTIES AND LIABILITY**

13.1 We warrant that We will use all reasonable care and skill in carrying out Our obligations under this Agreement. All other conditions, warranties and obligations implied by statute, common law or otherwise and any liabilities arising therefrom are excluded to the extent permissible by law.

13.2 Save as permitted by clauses 2.5 and 2.6, You acknowledge that We do not exercise control over or monitor in any way the content of any information, data or software which is stored or transmitted via the Service or which You send or receive. We exclude all liability for the accuracy or inaccuracy of any information or data stored or transmitted through the Service, or the sending or receipt or failure to send or receive any e-mail, information, data or software.

13.3 We will not limit Our liability to You for:

13.3.1 death or personal injury caused by negligence;

13.3.2 any breach of Our obligations pursuant to the terms implied into this Agreement by law ; or

13.3.3 fraud.

13.4 Subject to clause 13.3, We will not be liable to You in contract, tort, negligence or otherwise for any loss of business, contracts, profits, or anticipated savings or for any loss that does not flow naturally from the breach, even if such loss was reasonably foreseeable, or We have been advised of the possibility of Your incurring the same.

13.5 Subject to clause 13.3, Our maximum aggregate liability in contract, tort, negligence or otherwise arising out of, or in connection with, this Agreement shall be limited in respect of any one event or series of two or more connected events to the amount of the Charges paid or due from You under this Agreement during the 12 month period immediately preceding the relevant event(s) or £2,000, whichever is the higher. In no event shall Our liability to You exceed £5,000.

13.6 Each provision of this clause 13, limiting or excluding liability, operates separately and shall survive independently of the other provisions.

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## **14 FORCE MAJEURE**

Neither of Us shall be held to be in breach of Our obligations hereunder (except in relation to the obligation to make payments) nor liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including without limitation any act of God, power failure, flood, lightning, fire, strike, lock-out, trade dispute or the acts or omissions of government, regulatory authorities, other telecommunications operators or other competent authorities.

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## **15 DATA AND RECORDS**

15.1 We may use any personal information We obtain about You for the purpose of managing and providing the Service to You.

15.2 By accepting these terms and conditions, You also agree to Us using Your personal information in order to contact You with details of other goods and services provided by:

15.2.1 Us;

15.2.2 any service or content provider offering services that can be accessed using the Service;

15.2.3 any other member of the KCOM Group; and

15.2.4 any other party.

We may also disclose the information We hold about You to these third parties so that they can contact You directly.

We or any third party we disclose your personal information to may contact you by email, post or fax. You can withdraw Your consent to Us using Your personal information in this way at any time by calling KC Customer Care on 01482 602555 or sending an email to [info@kcom.com](mailto:info@kcom.com).

15.3 We may sometimes monitor or record telephone calls, e-mails and any other correspondence made to KC Customer Care for training and quality control purposes. These recordings will not be made available to any third party or used for any other purpose.

15.4 The provisions of this clause 15 do not affect any of your rights under the Data Protection Act 1998 or any subordinate legislation.

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## **16 ASSIGNMENT**

16.1 You must not assign this Agreement without Our prior written consent.

16.2 We may assign this Agreement to any company within the KCOM Group of companies or any third party, by notification to You.

16.3 If You object to Our assignment of the Agreement to a third party, within thirty days of Our providing notice to You, You shall be entitled to terminate the Agreement without liability.

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## **17 NOTICES**

Any notice given under this Agreement must be in writing and shall be sent by email or by post. We will normally send any notices to You by email to the Address that has been allocated to You for use with the Service. You can send notices to Us by sending an email to [info@kcom.com](mailto:info@kcom.com) or writing to us at; KC, Carr Lane, Kingston Upon Hull HU1 3RE

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## **18 COMPLAINTS AND DISPUTES**

**18.1 *Our Complaints Code of Practice sets out full details of how We handle complaints and resolve disputes relating to Our Services. If You have a complaint about any of Our Services***

***you should raise it with Us in accordance with the details set out in this Code of Practice. You can find a full copy of Our Complaints Code of Practice on the Website.***

## **19 CHANGES**

19.1 We reserve the right to make changes to these terms and conditions at any time by giving You fourteen days notice. We will publish details of any changes as soon as possible on our Website and will send notice to you by email.

19.2 If the changes We make have an adverse affect on Your use of the Service You have selected, You can terminate this Agreement by giving Us one month's notice following Our notice to You of the changes detailed in this clause. If You do not provide notice to terminate the Agreement within 14 days following Our notice of the change to You, You will be deemed to have accepted the change. We reserve the right to make changes to the Acceptable Use Policy, Fair Usage Policy and the Price Manual at any time and without notice.

19.3 You will be able to obtain a copy of the most up to date versions of these terms and conditions, the Price Manual and the Acceptable Use Policy from Our Website at any time or by writing to us at: KC, 37 Carr Lane, Kingston Upon Hull HU1 3RE.

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## **20 GENERAL**

20.1 Any failure by Us to exercise or enforce any of Our rights under this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the subsequent exercise or enforcement of any such right.

20.2 This Agreement represents the entire understanding between Us in relation to its subject matter and supersedes all other agreements or representations made by either of Us, whether oral or written.

20.3 If any provision of this Agreement is held to be invalid or unenforceable the validity or enforceability of the remaining provisions shall not be affected thereby.

20.4 You shall not be entitled to transfer this Agreement to any other person without our consent. We shall be entitled to transfer this Agreement to another person by giving You notice in writing.

20.5 No other person shall have any rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

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## **21 LAW**

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.