

UNIVERSAL CONDITIONS FOR SERVICE – RESIDENTIAL

These are the conditions of an agreement for us to provide you fixed line telephony, broadband and other services.

Words with special meanings (like “services”) are defined at the end. If there is anything that you are not sure about, we will be happy to explain. Please phone Customer Services or write to us. Our contact details are at the end of these conditions.

1. What services we will provide

- The services you receive will be as described in the Price Manual.
- We will do our best to give you the services with the quality you could reasonably expect from a competent communications company.
- We may publish or agree to standard target times by which you should be connected to our services. We will do our best to connect you by these times. We will work out these times from the date we receive:
 - your order;
 - any deposit or advance payment we have asked you for; and
 - any information we have asked you for.
- You must comply with any conditions or service restrictions that apply to your service that are set out in the Price Manual.

2. When your agreement starts

- We will normally reach agreement with you by phone. We will then send you a letter confirming the details of your service giving you instructions on how to start using the service. Your agreement will start when this letter arrives with you and you have paid any deposit or advance payment that we have asked for.
- We may refuse your application for service if:
 - we cannot provide you with the services you have asked for;
 - we ask you for a deposit or advance payment and you do not pay it;
 - you have an unpaid balance on your account in respect of any other agreement for services you have entered into with us;
 - you are declared bankrupt, insolvent or have an administrative receiver or similar person appointed to deal with your affairs; or
 - you are not the legal owner or tenant of the property. In such circumstances, you will need to inform us of your relationship with the owner of the property. We will then determine whether we are able to provide services to you.

3. Your right to cancel

You have a limited right to cancel your agreement and any service you have agreed to take at any time up to the earlier to occur of:

- the passing of 8 working days from the date on which you agree to take the service; or
- the date on which you first accept installation of or make use of the service.

In order to exercise this right of cancellation, you will need to contact us to confirm that you do not wish to proceed with the service as described in Section 29. You will then need to return any equipment that may have been provided to you by sending it in to us by post at the address given in Section 29. You shall be responsible for any expense you incur in returning any such equipment.

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If you purchase additional equipment 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 equipment to you. In order to exercise this additional right of cancellation, you should give us notice confirming that you do not wish to proceed with the purchase of the additional equipment. You will then need to return the equipment to us together with its original packaging by sending it to us by post at the address given in Section 29. Alternatively, you can return the equipment to us at our customer centre in Carr Lane, Hull. You shall be responsible for any expense you incur in returning any such equipment.

You should note that your right to cancel the purchase of any additional equipment is separate to your right to cancel the service itself. If you exercise your right to return the equipment 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. In these circumstances you will be responsible for purchasing your own equipment to use in conjunction with the service.

4. Our broadband service guarantee

If you take one of our broadband services, you will have the right to cancel your agreement during the first three months if we are not able to provide you with a line speed within the range we quote for the service you have taken.

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

If we are not able to improve your line speed so that it achieves the minimum line speed we quote for your service, you can cancel your agreement. You can do this by contacting us in one of the ways described in Section 29. You will only be able to cancel your agreement in this way during the first three months after your broadband service has been installed.

If you exercise this right to cancel your agreement, you will not have to pay any early termination charges. However, you will have to pay our charges for the service you have taken up to the termination date.

The range of line speeds you can expect to receive for all of our broadband services are as quoted on our websites. The range of speed you can expect to receive for the broadband service you are taking will also be confirmed to you when you take the service.

5. How long your agreement lasts and how it can end

Your agreement with us will last for at least the minimum period that applies to your services, as specified in the Price Manual unless we have written to tell you differently.

During the minimum period

During the minimum period;

- if you break any of the conditions of your agreement and carry on breaking the conditions after we have asked you not to we may end your agreement immediately;
- you may end your agreement if we do not provide the services for more than four weeks;
- if you end your agreement during the minimum period, you will have to pay the early termination charges described in the Price Manual; and
- you will not have to pay any early termination charges if you have ended your agreement because we have made a significant increase in our charges or we have not provided the services for more than four weeks.

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Changing your service

If you change to a different service or bundle of services you may have to start a new minimum period for the service or bundle of services you are changing to, as described in the Price Manual.

After the minimum period

After the minimum period your agreement will carry on automatically until either of us sends a letter to the other to say it will end. Your agreement will end one month after the date of the letter unless the letter gives a later date. If you break any of the conditions of your agreement, we may end it immediately.

General

If you break any of the conditions of your agreement we may suspend all or part of the services, instead of terminating the agreement. If we do suspend any services we provide to you, we will not provide them again until you do everything that you agreed to do in your agreement with us or we are certain that you will not repeat any similar breach of the conditions in the future.

What happens if you move out of your property?

If you move out of your property and want to end your agreement, you must write and tell us:

- that you are moving;
- the date you are moving; and
- an address where we can contact you.

If you do not tell us or we think that you no longer live in or own your property, we will do what we can to contact you. If we cannot contact you, we may transfer your agreement to someone else who we think is living in or owns your property. We will decide which date to transfer your agreement and we will not have to ask you before we transfer it. If you have paid a deposit or any advance payment including any rental that you have paid up front we may give it to the person we think is living in or owns your property.

6. Equipment

If we provide equipment to you as part of your service, you will be responsible for looking after the equipment from the time it is delivered to your property. You will be responsible for arranging insurance cover for the equipment if you think this is necessary.

If we provide equipment to you as part of your service, the equipment shall remain our property until the expiry of the minimum period. If you have paid all of the charges, you will take ownership of the equipment we have provided on the expiry of the minimum period. If the service is cancelled during the minimum period you will take ownership of the equipment we have provided when you have paid any early termination payments that apply, as described in the Price Manual.

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

7. Fibre Services

Installation

If we agree to provide you with a fibre service, we will install this as an additional service at your property. The following additional terms will apply to your fibre service;

- We will make an appointment with you for the installation of your fibre service
- If you are taking a fibre to the home service, a home visit by one of our engineers will be required. You will therefore need to be at home at the time this visit is booked in or arrange for someone else to be at home who has authority to give instructions to our engineer.

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- If you are taking a fibre to the kerb or VDSL service, a home visit by one of our engineers will not be required. We will let you know when your fibre service is due to be installed - but you will not need to be at home for this.
- If you are taking a fibre to the home service, we will install a new fibre connection to your property. This will require the installation of an additional termination point for the fibre connection inside your property. This additional termination point must be located within 6 meters of the entry point into your property. As long as this limit is not exceeded, you will be able to choose where the termination point is located in your property.
- If you are taking a fibre to the kerb or VDSL service, we will lay a new fibre connection as close to your property as is practical. The existing copper cable will then complete the connection. The service will therefore terminate at your existing telephone point.
- Any new fibre connection or termination point we install at your property will form part of our network on the same terms as apply to any existing network connection and telephone socket at your property.
- If you are connected to our network via an overhead feed, the entry point for your new fibre connection will be located approximately 1 meter from the ground directly below where the existing service first makes contact with your property.
- If you are connected to our network via an underground feed, the entry point for your network connection will not change and will continue to be located directly above the duct entry.
- Your existing termination point will not be moved unless there is a safe access problem.
- You will need to make a 13 amp mains power socket available within one meter of for any new termination point we install. This will be in addition to any 13 amp mains power socket that is required for the router you use with your service.

Change from fibre service

If you decide to change from a fibre service to one that is not provided over fibre, you must still allow us to keep the fibre connection and any additional termination point we have installed on your property as this will be part of our network.

If a fibre connection has already been installed at your property but you decide to take a service that we normally provide over a non-fibre connection, we may decide to provide that service over your fibre connection.

8. Residential Use

- The services we provide under this agreement are intended for residential use, unless we state otherwise in the Price Manual.
- The telephone exchange line we provide as part of your service will be identified as a residential exchange line on our systems.
- You must not use your exchange line or the services for business purposes where you are the owner or part owner of such a business without our permission
- If you are a residential customer you may use your exchange line and the services in the course of your employer's business for the purposes of working from your home address provided that you obtain our prior consent.
- You must not allow any third party to use your exchange line or the services we provide to you on a permanent or regular basis. In particular you must not resell any of the services we provide to you or any of the calls made using the service.

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9. Telephony service

Restrictions on what you can do

- You must not use your exchange line or the services:
 - to make calls that are offensive, abusive or obscene;
 - to make calls that infringe the rights of any third party;
 - make calls that cause annoyance, inconvenience or needless anxiety;
 - to make hoax calls to any emergency service;
 - to send any SMS messages that contain unsolicited advertising or promotional material (which is sometimes referred to as “SPAM”); or
 - to make calls in connection with a criminal offence or any other activity that is unlawful.
- If we agree to let you have inclusive calls as part of a talk plan or Social Access Package, you must not ask for or take any payment for letting someone else make KC local calls over your exchange line. Inclusive calls are not provided for business purposes or any other use inconsistent with normal residential usage. Where we consider that you are in breach of this paragraph, we reserve the right to withdraw your inclusive calls.
- If we agree to let you have inclusive calls as part of a talk plan or Social Access Package, you must ensure that you use any inclusive calls within your talk plan or Social Access Package with consideration for other users. You must not use inclusive calls irresponsibly by staying connected to a call for an excessive period. Where we consider that your use of inclusive calls is excessive, we reserve the right to disconnect your call. You will then have to re-dial if you want to continue the call.
- You must use your exchange line and the services in accordance with any safety instructions that we may give you.
- You will be responsible for ensuring that anyone that you allow to use your exchange line or the services complies with these restrictions.

Text messaging service

- Our text messaging service allows you to send and receive SMS text messages to mobile and compatible fixed line phones.
- In order to use our text messaging service, you will need a compatible phone for use on your exchange line.
- If you send or receive text messages using our text messaging service, you will be charged at the rates set out in the Price Manual.
- We will not be responsible for any goods or services that you purchase from other people using our text messaging service.

Caller line identity

- Every call from your exchange line will automatically send your number across our network and to other communications networks. This is the main way we trace malicious calls. Your number may also be displayed at the number you have called if they have suitable equipment and/or they receive caller display services from us or another communications provider (if they receive their telephony service via another communications network). In some circumstances this may happen even if you are Ex-Directory. You can always prevent your number being displayed on all your calls by following the procedure set out in the "KC Choices" section of the "Hull White Pages" telephone directory.

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Caller display

- Our caller display service displays the number of the person calling you, unless the caller has requested us to withhold their number on all outbound calls or if the caller has programmed the telephone to withhold their number on that particular call.
- In order to use our caller display service, you will need a compatible phone for use on your exchange line.
- You may receive our caller display service as part of your talk plan. Otherwise, if you request us to supply our caller display service to you, you will be charged at the rates set out in the Price Manual.
- If you have a visual impairment, you may be eligible to receive our caller display service without charge. Please contact Customer Services for further information.

Phone numbers and directories

- We will tell you the phone number for your exchange line. This number does not belong to you, so you must not try to transfer it to anyone else. However, in some cases you can keep your number if you change to another communications supplier.
- If you are taking service inside the KC network area, we will normally include your name, address and phone number in the “Hull White Pages” directory. We normally update our directories once a year. We may agree to supply additional or special entries in the directory for an extra charge.
- We do not publish local telephone directories for areas outside the KC network area. If you are taking service outside the KC network area, we will pass details of your name, address and telephone number on to BT, as detailed further below. BT will normally include these details in any local telephone directory they publish for your area.
- You can ask to go Ex-Directory so that your name, address and phone number do not appear in any telephone directories. You can also ask for part or all of your address to be excluded from your entry in any telephone directories. For further information about going Ex-Directory, please see our Code of Practice.
- If you have asked to be Ex-Directory:
 - your name, address and number will not appear in any telephone directories;
 - we will still make your name and address available to other information providers, as detailed below, so they can tell their customers you are Ex-Directory;
 - we will not connect enquirers who do not have your phone number; and
 - we will not give your phone number to people who ask for it, except for the police and other organisations who have a legal right to it.
- We keep our directory information in a database on our computer system. We provide our directory information to BT Directory Solutions, the collator of such information from all communications network providers. BT Directory Solutions make the information available to providers of directories, information providers and directory enquiry services in accordance with relevant Codes of Practice. We shall not have any responsibility for (i) any failure of BT Directory Solutions to store, update and/or make our directory information available to third party service providers (unless caused as a result of our failure to supply such information); or (ii) other providers of directories, information providers or directory enquiry services making your directory information available to the public.
- You should inform us as soon as you become aware of any error in your name, address or telephone number information so that we can correct the information on our database.

Emergency Calls

- Your telephony service will allow you to make calls to the emergency services.

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- Where your telephony services are provided to a fixed location, we will give the postal address that we hold for that location on our systems to the emergency services when we transfer your call to them.

10. Broadband services

Domains

- You must tell us the domain name 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 domain name reasonably acceptable to you as are available.

Email

- If you use the email address we provide as part of the broadband service to send or receive emails, we reserve the right to delete any unread emails two months after receipt.
- 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.

Installation

- If we carry out a site visit to assist you with the installation of your 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 broadband service without our assistance.
- You acknowledge that;
 - some technical limitations within our network or services may not become apparent until after the service has been installed and working for some time. In such instances, we may terminate your agreement on notice to you. In such circumstances, we will notify you of any alternative services we can provide to you, if any; and
 - following activation of the broadband service on your exchange line you may suffer a temporary loss of telephone service. This will be reinstated following installation as soon as reasonably possible.

PC specification

- You are responsible for ensuring that your PC is of an appropriate specification and set correctly to use with the broadband 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 websites.

Monthly usage allowance

- 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 additional charges for 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.
- We will send regular warnings to you by notice to the email address we provide to you as part of the service (in the form username@username.karoo.co.uk). You must ensure that you access your email account regularly in order to receive such notices. If you register for KCOOnline, you will also be able to check your broadband usage online (as described in Section 14).

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Use of service

- You must only use or allow the use of the service in accordance with all relevant policies that we include in our literature and publish online including but not limited to the Acceptable Use Policy. We reserve all those rights in respect of investigating or intervening in the service that are specified in the Acceptable Use Policy.
- You must not use any applications or additional services that we provide for use in conjunction with the service (including in particular any online backup service) for the purpose of file sharing with other Internet users.
- 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 for use with the service.
- For security reasons, the service incorporates dynamic IP addressing as standard. However, certain services have optional static IP addressing.
- The download speeds you achieve using the service will vary depending on a number of factors including the number of other users on line, general usage across the Internet, the quality of the connection to the Internet site you are using and the distance from your premises to the local exchange. We may also carry out traffic management in accordance with the information we publish on our websites..
- If you access the service from any of our Wi-Fi Hotspots, access to the service will be provided via the Wi-Fi Hotspot 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.
- You will keep confidential any username or passwords provided to you in order to access the service, and will not disclose them to any other person for any reason. You will be responsible for any loss that arises from you losing, misusing or otherwise disclosing any such username or passwords. If you lose any such username or passwords, you should contact the Customer Services Team immediately. Please note that we are not obliged to issue a refund if you lose your username or password.
- We shall be entitled to terminate the service immediately if we discover that:
 - you have accessed the service using your username and password on multiple occasions, simultaneously;
 - you have permitted (whether knowingly or not) a third party to access the service using your username and password; or
 - you have permitted (whether knowingly or not) any third parties to access the service using a wireless connection over your exchange line for any reason other than the ordinary domestic and legitimate use of the service.

For the avoidance of doubt, connecting multiple devices to the service located at your premises, using a wireless connection over your exchange line, shall be considered an ordinary domestic and legitimate use of the service. However, your receipt of payment from third parties in consideration of them using the service, by means of a wireless connection over your exchange line, will not be considered an ordinary domestic and legitimate use of the service.

Rate adaptation and stabilisation

- You acknowledge and agree that the line speed and the stability of the operation of your broadband service is determined by:

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- the characteristics of your exchange line, which include its physical length, quality and susceptibility to interference from other exchange lines;
 - the specific IP application protocol used;
 - electrical, electromagnetic or radio frequency interference;
 - rate adaptation and the line speed of your equipment;
 - the capacity available within our network, any third party network or the internet generally; and/or
 - our management of the network traffic and the priority that may be applied to your service.
- 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.
 - You acknowledge that your line speed will be subject to rate adaptation. Rate adaptation can occur several times each day and may change the line speed available to you. Such changes in the line speed may re-set your connection to our network or the DSLAM.

Web space

- You must only use any web space allocated to you as part of the service in accordance with the Acceptable Use Policy.
- Details or logs of who visits any site you create using your web space will not be made available to you.
- 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.
- The passwords you use with your web space are your responsibility and should not be disclosed to any third party.
- You must only reference the pages on your web space by using the domain 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.

11. Mobile data services

Any mobile data service you receive as part of your services will be subject to a monthly usage allowance, as detailed in the Price Manual. You will have to pay additional charges for any usage over and above the monthly usage allowance at the rates detailed in the Price Manual. You may also have to pay additional charges made by other network operators if you use the mobile data service for roaming. These additional charges may be substantial.

You will be responsible for monitoring your mobile data usage. If you register for KCOOnline, you will be able to check your mobile data usage online (as described in Section 14).

12. Direct marketing calls and faxes

You have the right to have your name placed on a national register of people who do not want to receive direct marketing calls and faxes. These are calls and faxes made by people trying to sell you things.

You can find more information about these national registers is in the “Hull White Pages” telephone directory. If you would like us to arrange for your name to be placed on any of these national registers please call the Telephone Preference Service on 0845 070 0707 or look at their website at www.tpsonline.org.uk.

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13. Information we hold about you

We want to market the communications services we offer to you as well as we can. In particular, we want to keep you better informed about things that may be of interest to you, such as any discounts that are available. To do this effectively, we process information about the way that you use our services. This includes information relating to the size and make up of your bills, the numbers you call, and the times at which you make calls. However, we do not disclose this kind of information to anyone else.

We would like to continue to give you all the benefits that this processing provides. However, if you would like us to stop using the information we hold about you in the ways we have described, and have not previously told us about this, please write to Customer Services, KC, 37 Carr Lane, Hull HU1 3RE. If you do not write to us and have not previously registered an objection, we will assume that you are happy for us to continue with all of these activities.

14. Charges

What you must pay us

- You must pay our charges for the services as detailed in our Price Manual. Our Price Manual is published on our websites. You can also see a copy of our Price Manual by calling in at our offices on Carr Lane, Hull during our normal working hours.
- Where any special offers or discounts apply to the services you have taken, the charges you pay will be varied to take account of this.
- You must pay for any calls or internet usage made using the services whether you have used the service or someone else has.

VAT

- Unless our Price Manual says different our charges do not include VAT. We will add VAT to your bill.

Our systems

- Our call recording and billing systems have to meet standards of accuracy that are set by independent organisations. So, unless we can see an obvious mistake, we will assume that your bill is accurate.

Changing your service

- You can ask to change to a different service or bundle of services at any time by calling Customer Services.
- If you change to a different service or bundle of services you may have to pay an additional charge, as described in the Price Manual.
- If you change to a different service bundle of services you may have to take the service or bundle of services for a new minimum period starting on the date you change service, as described in the Price Manual.

Receiving a bill

- You can register to view your bills online at www.k-c.co.uk/kconline (“KCOOnline”). Additional terms and conditions shall apply in respect of your use of KCOOnline, as detailed on KCOOnline.
- If you are registered to use KCOOnline, we will send an email notifying you that your bill is available to view through KCOOnline. We will send the email notification to the email address you have provided during your registration to use KCOOnline. You must provide us with a valid email address for this purpose and notify us of any change to your email address through KCOOnline or by contacting Customer Services. Any email notification that we send to you, to the email address provided by you during your registration to use KCOOnline, will be deemed to have been received by you.

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- Information about the current level of your usage against the limits for the broadband and mobile data services included in your service will be available to view online at KCOOnline.
- We reserve the right to send a paper bill to you for any reason, as we may deem appropriate. This may include such circumstances as our receipt of non-delivery of the email notifying you that your bill is available to view through KCOOnline.

When you must pay our charges

- You must pay any deposits and advance payments when we ask for them. You should pay any other charges (including rental, call charges and any late payment fee) as soon as you receive your paper bill or as soon as you receive notice that your bill is available to view through KCOOnline. We will normally send your bills to the address you have asked us to send them to. We may agree to give you more time to pay, but this won't affect any of our rights under your agreement.
- You will normally receive your bill for rental charges once every month for the month to come. We normally bill all our customers for call charges once every three months, but we may send you a bill at any time.
- If we find any mistakes in the bills that we send you, we will be entitled to send you amended bills for the calls you have made at any time up to 120 days following on from the date on which the calls were made.
- If you think there is a mistake in any of the bills that we send to you, you should contact Customer Services. However, you will still have to pay all of the charges that are correctly stated in the normal way.

How you can pay our charges

- You can pay your bills by any of the following methods;
 - you can pay by cash at our Customer Services Centre in Carr Lane, Hull;
 - you can pay by using the PayPoint scheme that allows you to pay your bill in full at any shop displaying the PayPoint sign
 - you can send a cheque to us at the address given in Section 26; or
 - you can pay by Direct Debit.
- We may give a discount to Customers who choose to pay their bills by Direct Debit, as set out in the Price Manual.
- For customers making payment by Direct Debit, we adhere to the Direct Debit Guarantee.

Changes to our charges

- We can change the charges in our Price Manual at any time. Such changes may be necessary to take into account any changes we make to the services we provide to you, any changes to the agreements we have with third parties that enable us to supply our services, or changes to any relevant laws, regulations or codes of practice We may have to let OFCOM know of any changes before we make them. We must also let you know the details of these changes as soon as possible, or within any time limits that OFCOM agrees to.
- We will announce any changes to our charges through one or more of the following means:
 - we will publish details as soon as possible on our websites;
 - we may include details of such changes on your bill;
 - we may send notice to you by email, if you have registered an email address with us; or
 - we may send notice to you by post.

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You accept this as adequate notice. You will also be able to get details of any changes to our charges by calling Customer Services.

If the changes we make to our charges are significant, we will announce the change in this way at least one month before the changes take place.

If the changes we make to our charges have the effect of causing a significant increase to the amount you pay for using our services, you will be able to cancel your agreement. You can do this by contacting us in one of the ways described in Section 29. You will only be able to cancel your agreement in this way during the first two months after we announce the relevant change.

If you exercise this right to cancel your agreement, you will not have to pay any early termination charges. However, you will have to pay our charges for the service you have taken up to the termination date.

Connection and take-over charges

- If there is not already an exchange line at your property, you may need to pay a connection charge, as detailed in our Price Manual.
- If you are moving into a property where an exchange line has already been installed, you may still have to pay a take-over charge, as detailed in our Price Manual.

Special conditions

- If the services we provide or the ways we provide them are not standard, there may be special conditions and charges. We will send you a letter telling you of the special conditions and charges. If you do not want us to carry out the work you can cancel your application by sending a letter to us at the address given in Section 26. You need to do this within 14 days of the date of our letter.
- If you ask us to work outside our normal working hours, you may have to pay an extra charge. We will work out how much extra you owe us using the hourly rates in our Price Manual.
- If you use your exchange line to access the Internet or provide related services to users connected directly or indirectly to our network, additional charges will apply. These additional charges are set out in our Price Manual.

Instalments

- If you have real difficulty paying us on time, we may let you pay by instalments. You may have to pay us an extra charge for this.
- If we agree to let you pay by instalments, we will tell you how much each instalment is and when you must pay it.
- We will put the money you pay us (not counting money for VAT) towards the amount you owe us.
- If you are paying by instalments and your agreement ends, you must immediately pay the full amount that you owe us.
- We may decide to stop letting you pay by instalments. We will do this if we think you can afford to pay in full or if your charges are growing at a higher rate than your instalments. We will write to let you know that you can no longer pay by instalments.
- If you don't pay any instalment on time, you will automatically lose the right to pay in this way. You must then pay the full amount you owe us immediately.
- We run a budget scheme that is designed to spread your bill payments over a twelve month period. If you join the scheme you must pay by a direct debit that we will help you set up.

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Late payment

- If you are late in paying any of our charges we shall charge you a late payment fee, as detailed in the Price Manual. This will apply if you fail to pay the full amount due by the due date as detailed in your bill.
- If you dispute any of our charges (in full or in part), you must notify us immediately and no later than 14 days of the invoice date, giving full reasons for your dispute. We may contact you to discuss the matter further and shall use all reasonable endeavours to resolve the dispute quickly.
- We will suspend any late payment fees in respect of the charges you have disputed for as long as it takes to resolve your dispute, provided you pay any undisputed charges (including the balance of any invoice disputed in part), in accordance with this Section 14.
- If we are unable to resolve your dispute, you may refer the matter for resolution using our Complaints Code of Practice, as detailed in Section 21.

Bounced cheques

- We may charge you for the extra administration costs and bank charges we have to pay if you pay us by cheque, standing order or another similar method and your bank refuses to make the payment.

If we suspend the service or your agreement ends

- If we suspend or restrict the services because you have broken the conditions of your agreement you must still pay:
 - rental charges during the period of suspension; and
 - the re-connection charge in our Price Manual, if we agree to reconnect your service.

We may also require you to pay all other outstanding charges (including call charges and any late payment fees) that you have incurred and not paid, before we will agree to reconnect your service.

If you end your agreement during the minimum period

- If you end your agreement during the minimum period that applies to your service, you may have to pay an early termination charge, as described in the Price Manual.
- If you have paid any charges to cover time after the services end, we will either repay you or put the amount towards any money you owe us.
- You must pay all charges for the services until the date we stop providing them.

Deposits and payments in advance

- We may ask for a deposit either before or during the time that we provide the services. We will keep the deposit until the end of the minimum period that applies to your service. However, we may keep your deposit until you have paid us everything you owe us and/or our services end. We may put it towards any amounts you owe us.
- We may ask you for a payment in advance as well as or instead of a deposit. This payment will not be more than the total connection and rental charges for the services over the first year. We may put all or some of your advance payment towards charges which you may owe us in the future.

15. Your responsibilities

Looking after our equipment

- We may need to install wiring and a termination point at your property. You must take care of our wiring, the termination point and any other equipment and you must pay the cost of

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replacing or repairing them if they are damaged or destroyed. You do not have to pay for damage to them caused by fair wear and tear.

Letting us into your property

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

Connecting and using your equipment with our network

You must make sure that the equipment you use with your exchange line is in good working order and suitable for use with our services. In particular, we recommend that you only connect equipment to your exchange line that carries either a "CE" mark or, for certain equipment purchased before April 2001, an "Approved" label confirming that it complies with any relevant European standards.

We may have to carry out extra work on your equipment if:

- it is not technically suitable for connection;
- it could kill or injure our employees;
- it could damage our property; or
- it could affect the quality of services we provide to other customers.

We will charge you for this extra work. If you do not let us solve the problem, or you do not pay our charges for the extra work, we will end your agreement immediately.

You must not tamper with our wiring or termination point.

If the services you have asked for need a mains electricity supply, you must provide and pay for electricity sockets and any extra equipment. We will tell you if you need to do this.

16. Extension wiring

Your exchange line will end at the termination point on your property. Anything that you connect to the termination point (including telephones and extension wiring) is your responsibility unless we have agreed to be responsible for it.

At your request, we will install extension wiring and additional telephone points at your property. We will charge you for providing this service at the rates set out in our Price Manual. Alternatively, you may wish to make your own arrangements for carrying out this kind of installation work. If you do this, you must follow our extension wiring guidelines. You can obtain further advice by calling Customer Services.

We will maintain the extension wiring and telephone points located in your property without making any additional charge to you in the following circumstances:

- we will always maintain the termination point located on your property, as this forms part of our network; and
- where we have installed any extension wiring at your property, we will maintain that extension wiring for a period of twelve months from its date of installation.

In all other circumstances we will charge you for the time of our engineers in providing maintenance services to you for your extension wiring and telephone points at the hourly rates set out in our Price Manual. Where we are not under an obligation to maintain your extension wiring, we shall not be responsible for any problems with services that your extension wiring may cause.

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17. Repairing faults

- It is impossible to provide completely fault-free services. We will test your exchange line regularly to make sure it is working properly.
- We will try to repair faults quickly and within any published target times. If you suspect a fault, please look at your equipment first to see if it is faulty. If it is not, please tell us as soon as possible.
- Some customers may need emergency fault repair. In these cases, we will try to deal with the fault immediately.
- We are not responsible for faults on your equipment unless you rent it from us or you have a separate supply or maintenance agreement with us for it. If we come out to repair a fault at your premises and:
 - (i) there isn't a fault; or
 - (ii) the fault is in your equipment.you agree to pay the relevant charge detailed in our Price Manual.

If we arrange an appointment with you to repair a fault or install equipment at your premises and you are not in when we call, you agree to pay the relevant charge detailed in our Price Manual.
- If you ask us to repair a fault outside our normal fault-repairing hours, you may have to pay an extra charge. Our hourly rate is in our Price Manual.

18. Our general rights

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

- we can change your phone number, or any other name or code we have let you use;
- if there is a war or national or local emergency, we can stop or suspend the services immediately without telling you;
- we can tell you how to use the services so that they are safe and do not affect the quality of services we provide to other customers;
- if a security threat or vulnerability affects our network or the services we can stop or suspend the services immediately without telling you;
- we can change the way we provide the services or change the services but we will only do this if we have to because we have updated our network, or because the service we get from other communication network suppliers has changed;
- we can suspend the services to repair, maintain or improve our network; and
- we can transfer your exchange line to a different exchange.

We can terminate or suspend the services if our authority to provide them under the Acts is withdrawn or amended in any way.

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

19. If you break your agreement

Termination for breach:

We may suspend the services or end your agreement immediately if:

- you do not pay a bill, deposit or advance payment in accordance with these conditions or when we ask you to do so;
- we believe you are using the services in ways that are prohibited under this agreement ; or

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- you break any of these conditions or the conditions of any other agreement with us.

If we choose to suspend the services as a result of your breach and we agree to recommence the provision of services to you following your breach, we may ask you to pay a deposit (please see Section 14).

Termination for bankruptcy or insolvency

You must notify us immediately if your financial position changes. You must send full details of any bankruptcy or insolvency proceedings against you, or if you have an administrative receiver or other person appointed to deal with your affairs. You will need to notify us if any unpaid balance on your account is subject to the proceedings.

We may suspend the services or end your agreement immediately if:

- a bankruptcy petition is made against you or you are a discharged bankrupt;
- you enter into a voluntary agreement with your creditors;
- you fail to notify us that any such proceedings have commenced against you.

If we suspend the services as a result of your bankruptcy or insolvency and we agree to recommence the provision of services to you following your bankruptcy or insolvency, we may ask you to pay a deposit (please see Section 14).

If you are declared bankrupt or insolvent and we agree to provide the services to a receiver or another third party who is appointed to deal with your affairs, we may ask such third party to provide an undertaking for our benefit that they will agree to perform your obligations under these conditions, including the obligations to pay us for the provision of the services, during such time as the third party has control over your affairs and/or pay a deposit. We are entitled to refuse to supply services to you or any third party appointed to deal with your affairs, unless that third party agrees to enter into such undertaking or pay the deposit, if required.

20. Law

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

21. Complaints

If you want to complain about the services, please contact Customer Services. We will try to deal with your claim quickly and sympathetically as set out in our Complaints Code of Practice. This is available on our websites.

22. Settling disagreements

If we cannot sort out your complaint or you have any other disagreement with us about the services, you can ask the Communications Ombudsman Service to carry out an independent review and adjudicate on the matter. You will find details of how to apply to the Ombudsman Service in our Complaints Code of Practice which is available on our websites.

23. Our responsibilities to you

- We may pay you compensation if we are late connecting you to the services or repairing faults unless the delay is caused by something which we cannot control (see Section 27). If you think you may be entitled to receive compensation, you should call Customer Services to discuss this.
- Where you experience faults or problems with the services, the maximum that you will be able to claim from us will be equal to the total amount of our charges for the provision of the services to you during the previous 6 month period.
- We will not be responsible for any economic loss such as loss of contracts, loss of earnings, profits, data or business. For example, if you are a business customer, we will not pay you for the value of customer orders that you lost.

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- We will not be responsible for any damage caused to equipment or apparatus that you connect to your exchange line that is caused by the effects of any lightning strike, power surge or other electromagnetic interference on your exchange line or for any other loss that is caused in this way.
- Notwithstanding anything else in this Section 23, we will always take responsibility if you or someone else is injured or dies because we have been negligent or for any other matters which we cannot legally exclude our responsibility.
- This agreement contains all of your and our rights and obligations. However there are laws designed to protect you against a faulty service. These laws are included in the agreement only where English law says they must apply.
- Each part of this agreement that excludes or limits our responsibility operates separately. If any part is disallowed the other parts will still apply.
- The parts of this agreement that exclude or limit our responsibility will also operate in the unusual event that our employees or contractors are negligent in carrying out their duties.

24. Changing your agreement

The following paragraphs apply to all changes except for changes to charges. For changes to charges, please see Section 14.

We can change the general terms and conditions that apply to your agreement at any time and for any reason. Such changes may be necessary to take into account any changes to the services we provide to you, any changes to the agreements we have with third parties that enable us to supply our services, or changes to any relevant laws, regulations or codes of practice. We may have to get OFCOM's approval for certain changes.

We will announce any changes to your agreement through one or more of the following means:

- we will publish details as soon as possible on our websites;
- we may include details of such changes on your bill;
- we may send notice to you by email, if you have registered an email address with us; or
- we may send notice to you by post.

You accept this as adequate notice. You will also be able to get details of any changes by calling Customer Services.

If the changes we make to your agreement are significant, we will announce the change in this way at least one month before the changes take place.

If the changes we make to your agreement have a significant effect on our services or the way in which you use our services, you will be able to cancel your agreement. You can do this by contacting us in one of the ways described in Section 29. You will only be able to cancel your agreement in this way during the first two months after we announce the relevant change.

If you exercise this right to cancel your agreement, you will not have to pay any early termination charges. However, you will have to pay our charges for the service you have taken up to the termination date.

If we want to change terms and conditions that only apply to you, we will write and tell you at least one month before the change takes place.

You may ask for a change to the services at any time. We may ask you to send your request to us by letter. If we agree to the change you have requested, we will tell you the date the changes are effective from.

25. Transferring your agreement

You must not transfer your agreement or any part of it, to anyone else unless we say that you can.

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We may transfer your agreement to someone else. We will not do this without asking you if doing it will weaken your rights.

26. Notices

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

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

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

27. Matters that we cannot control

We will not be responsible if we cannot carry out our side of the agreement because of things that we cannot control. These include natural events such as flooding or bad weather, civil disorder, war, terrorism, national or local emergency, and the acts of negligence of other people or organisations that we are not responsible for.

28. Joint responsibility

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

29. Contact us

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

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

30. Definitions

In these conditions, the following words have the following meanings:-

Acceptable Use Policy	The acceptable use policy for our broadband services which we may amend from time to time and which we will publish on our websites;
Acts	The Communications Act 2003, the Telecommunications Act 1984 and the Electronic Communications Act 2000, each as amended from time to time;
Agreement	The agreement between you and us to supply the services;
BT	British Telecommunication plc and any business or company it controls;
Call	Any form of message, signal or communication that is spoken or visual, including phone calls, data calls, text messages and faxes;
DNS	Domain name system, the mechanism used to resolve IP addresses against domain names;
Domain name	A node name and associated email address allocated to you for use with our broadband services;
DSLAM	Digital subscriber line access multiplexer;
Equipment	Equipment we provide to you as part of the service;
Exchange line	The equipment on our network which connects your property to the exchange we use to supply the services;

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Extension wiring	Wiring installed at your property that allows you to connect further telephone points to the termination point. This wiring is your equipment and does not form part of our network;
Fibre Service	One of our services that is delivered to your property using a fibre connection
ISP	An Internet service provider, other than us;
KC network area	The city of Hull and the area around it, where we have installed our cabling;
Minimum period	The minimum period that applies to your service, as described in the Price Manual;
Monthly usage allowance	The usage included with any service, as detailed in the Price Manual;
Network	The public communications networks we use to provide the services, which may include communications networks operated by other companies;
OFCOM	The official regulator of the communications industry in the United Kingdom;
Payphone line	A line for calls to and from a private payphone;
Price Manual	The Price Manual containing details of our services and charges, as updated from time to time. Some of the charges set out in the Price Manual are registered with OFCOM. If you would like to see a copy of the Price Manual please contact Customer Services or visit our websites;
Rate adaptation	The automatic negotiation of the best line speed between the DSLAM and the customer equipment, based on the settings within our or BT's network, as applicable, line characteristics and conditions. Rate adaptation can occur several times a day, this resetting the line speed between the customer equipment and the DSLAM;
Property	Any place (including a room or part of a building) which you own or live in. It may include more than one site or building if: <ul style="list-style-type: none">• you own or live in all the sites or buildings; and• the distance between the boundaries of the two sites or building which are furthest away from each other is not more than 400 metres;
Service(s)	Any communications or related service(s) or facilities we provide to you, as described in the Price Manual;
Telephone point	A phone socket or any other device which allows you to connect your equipment to either an exchange line or extension wiring;
Termination point	The telephone point which we install at your property and at which your exchange line terminates;
We, us, our	KCOM Group PLC;
You, your	The person who asks us to provide the services and who is responsible for the rental and other charges. This includes anyone we think is acting for you and your personal

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Your equipment	representatives if you die. It does not include a person who just makes a call; Equipment that is not part of our network and which you use or plan to use with the services.
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