

Terms and Conditions

Residential Products and Services (Legacy TalkTalk Customers)

These terms and conditions apply to customers that transferred to UW from TalkTalk. These terms and conditions are between you and Utility Warehouse Limited which you accept by using the Service(s).

These Terms and Conditions along with (as applicable):

- [Tariffs guide for legacy TalkTalk customers](#) (“**tariff guide**”) which explain the charges and additional terms for Broadband and Home Phone;
- Other terms for relevant services, products, promotions and offers, including the Price Pledge Terms, we provide to you which can be found here [UW terms and conditions](#),

form part of your agreement(s) (**‘Agreement’**) with Utility Warehouse Limited, trading as UW for the supply of Services. You should read your Agreement(s) carefully. Please also read our [Privacy Notice](#) for full details of how we use your personal information.

If we provide you with more than one Service you'll have a separate Agreement for each one. Make sure you read each Agreement carefully. Although some of the terms are the same or very similar, each Agreement has important differences.

1. Overall definitions

Some words and phrases we have used in these terms and conditions mean certain things. In this clause we have set out what we mean when we use those words and phrases:

- **‘You’** or **‘your’** means the customer named on the Previous Provider’s account that has been migrated to UW.
- **‘UW’** or **‘us’** or **‘we’** or **‘our’** means Utility Warehouse Limited and where applicable includes references to other companies, their networks and equipment which we use in order to make our Services available to you.
- **‘Bill’** means a bill produced by us for one (or more) of the Services we are supplying to you, including any ancillary charges.
- **‘Communication Services’** means Broadband, Home Phone.
- **‘Equipment’** means any equipment provided by us or your Previous Provider (or for which we have accepted responsibility) in order to enable you to use the Services.
- **‘Previous Provider’** means the previous provider of one or more of your Communication Services, immediately prior to such Service(s) being transferred to UW.
- **‘Property’** means any address at which the Services are supplied to you.
- **‘Services’** and **‘Service’** means any service provided by UW under this agreement.
- **‘Working Day’** means any day other than a Saturday, a Sunday, or a bank holiday in England and Wales.

2. Benefits

- 2.1. If you had services with us prior to your Communication Services being transferred from your Previous Provider, you will have two (or more) separate UW accounts. The Communication Services transferred from your Previous Provider will not be included as Bundle Services and you will not

receive Bundle Benefits in respect of these. We may, at our discretion, merge the separate accounts.

- 2.2.** If you take additional services with us post transfer of your Communication Services from your Previous Provider, you may be entitled to additional Bundle Benefits. Please see applicable Residential Products & Services terms.

3. General terms and conditions

3.1. Your Agreement

- 3.1.1. This document along with any other terms and conditions referred to is intended to contain all the terms of the Agreement(s) between you and us.
- 3.1.2. If there is any difference between what anyone has told you and the terms, then the terms will prevail. In the event of any inconsistency between the various documents we have provided to you, then the latest terms and conditions (applicable to customers from the Previous Provider) on our website and the prices published on our website shall prevail.
- 3.1.3. Any requested alteration or change to our terms and conditions by you must be made in writing and will not be binding on us unless specifically accepted and evidenced by the signature of a director of Utility Warehouse Limited in respect of any Service supplied by that company.
- 3.1.4. We reserve the right to make changes to the Agreement from time to time and/or to introduce new terms and conditions from time to time, if there are changes to the law or amendments to the terms and conditions upon which we are able to obtain services from our suppliers or in the event we believe it is necessary for us to do so. See further information below relating to changes to Communication Services Agreements.

3.2. How we'll send you Bills and other information

- 3.2.1. If you are receiving e-billing, your monthly Bill notification will be sent to you by email to the most recent email address you provided. We will not send you paper copies of your Bills.
- 3.2.2. If you are receiving a paper Bill it will be sent to you by post to the most recent correspondence address you provided. You will be charged £2 per month. Paper copies of historic Previous Provider Bills are not available from UW. Paper copies of historic bills issued by UW may be requested from customer services subject to an administration charge of £4 per Bill - there is no charge if you access your UW Bills yourself online via your UW account.
- 3.2.3. If you have selected e-billing or where we hold an email address or mobile number for you, we will send all other information and documents to you by electronic means. Otherwise we send information to your correspondence address.
- 3.2.4. We will always send important notices to you relating to our Services in writing, we may do this by:
- 3.2.4.1. notifying you on your monthly Bill;
 - 3.2.4.2. email (where you have selected e-billing or where we hold an email address for you);
 - 3.2.4.3. SMS if we hold a mobile number for you (where we are sending a notice to you by SMS it may be sent to any or all such mobile numbers); or
 - 3.2.4.4. by post.
- 3.2.5. You must inform us as soon as possible if any of your contact details change. If you don't inform us, you will be deemed to have received any communication sent by us to the last email, mobile number and/or postal address you provided.

3.3. Main and second account holder

- 3.3.1. The main account holder must be aged 18 years or over.
- 3.3.2. By supplying details of an additional account holder, you authorise us to disclose any information we hold to the additional account holder, and for us to accept any instructions they may give us relating to the management of your account, until you notify us in writing that you want to remove them.
- 3.3.3. You confirm that the named main account holder is an authorised signatory on any bank account whose details have been provided for direct debit purposes.
- 3.3.4. We may or you may request that we send your monthly Bills and correspondence addressed jointly to you both.

- 3.3.5. We may also take instructions from someone who we have good reason to believe is acting with your permission; and in such circumstances we will not be liable for any resulting loss, damage or inconvenience.

3.4. Use of the Services

- 3.4.1. You may not use the Services or allow the Services to be used:
- 3.4.1.1. for business purposes;
 - 3.4.1.2. to engage in any improper or unlawful purpose or in a manner that causes a nuisance;
 - 3.4.1.3. to violate or infringe the rights or property of any person, including rights of copyright and any other intellectual property rights, privacy or confidentiality;
 - 3.4.1.4. in a way that is prohibited by the Agreement; or
 - 3.4.1.5. in such a way that will have an adverse impact on our network (or any part of it), our customers, or that contravenes any of our applicable acceptable fair usage policies.
- 3.4.2. You must comply with any instructions we give you about the Services.
- 3.4.3. Should you, or anyone you allow to use the Services, breach any of the obligations set out in these terms and conditions, you shall be responsible for all claims, liabilities, losses, damages, costs and expenses incurred or suffered by us as a result.
- 3.4.4. If we suspect there has been, or is likely to be, a security incident, we may suspend your account. We may ask you to change your password before letting you log back in.

3.5. Billing, payment and charges

- 3.5.1. You agree to pay us for all charges relating to your use of the Services, in accordance with our published tariff or prices notified to you, by the due date.
- 3.5.2. Our tariff guide, information we provide to you and website contain details of the different Services available and the charges associated with using them. See our [tariff guide](#) for further details of charges and how they are calculated for Communication Services. Early termination fees and exit fees may apply.
- 3.5.3. Unless we have agreed to charge you on an alternative basis, we will produce a monthly summary showing the total amount payable in respect of your Bill.
- 3.5.4. The total amount is due for payment by the date on your monthly summary and related Bills (or by the agreed collection date for your direct debit if later). We reserve the right to charge a late payment fee for our reasonable administration costs which result from late or non-payment of charges.
- 3.5.5. Both parties shall be entitled to offset any overpayment (or credit balance) on an individual Bill against any amount payable for a different Bill.
- 3.5.6. If the amount due on the monthly summary or Bill is not paid in full, any partial payment we receive will be held as a general credit on your account towards the total amount due (although we reserve the right to allocate it towards all prior outstanding Bills on a pro-rata basis or otherwise at our sole discretion), unless your payment matches the amount due on a specific Bill and you have instructed us to allocate it to that Bill. You do not have the right to set-off any amounts due to us against any claim you may have against us.
- 3.5.7. All payments must be made in pounds sterling, whether in cash, by credit/debit card, cheque or bank transfer; promissory notes are not accepted.
- 3.5.8. By completing our (or your Previous Provider's) direct debit form you agree to pay charges in connection with the Service(s) by direct debit and authorise us to deduct each month sufficient funds from your nominated bank or building society account to pay for the Service(s) requested and/or used by you each month. We may adjust your direct debit up or down depending on your usage and the Services you take. We will notify you before we make any adjustment.
- 3.5.9. We strongly recommend that you pay any amount due by direct debit to avoid incurring any additional charges or the inconvenience of the Services being suspended or disconnected because we have not received and/or processed your payment.
- 3.5.10. Certain benefits will only be provided if there is a valid direct debit in place when your monthly Bill is being calculated.

- 3.5.11. If you fail to make a payment, you authorise us to take the amount owing from any credit, debit or charge card details which you, or an additional account holder (if applicable), have given to us at any time, irrespective of the original main purpose for which such details were provided.
- 3.5.12. If we do not receive payment for any Bill when due (or by the agreed collection date for your direct debit if later), all Services may be suspended or disconnected. Apart from cases where it is not possible to do so, for example where we suspect fraud or other illegal activity, we will notify you before any Services are suspended or disconnected. You can find information about our processes and help with paying your bills here - [Help paying your bills | UW](#).
- 3.5.13. If any type of Home Phone Service is disconnected, you may permanently lose any messages that had been left for you on any remote answering service, or greetings you had recorded. Reconnection charges may apply, and you may lose the phone number which had previously been allocated to you.
- 3.5.14. For customers who have agreed to pay by direct debit, cancellation of your direct debit or failure by you to ensure you have sufficient funds in your bank account to meet any payment requests from us, will be a breach by you of our terms and conditions associated with this payment method and will result in us automatically changing your payment method (subject to notice); this may affect the prices you are charged for using the Services and the benefits you are eligible for.
- 3.5.15. If we need to repay any money to you at any time this will be paid into your bank account using the direct debit details you have provided to us. In the event we have no bank details, you will be asked to provide these and we will repay any sums to you through the BACS system into your bank account.
- 3.5.16. In the event that you are no longer a customer and there is a credit balance on your account after we have produced a final Bill for all your Services, then we will automatically pay this directly to your bank account unless you have cancelled your direct debit and we no longer hold your bank details on our system. Where we are unable to pay this money automatically, and are unable to send you a cheque, then you must contact us to provide a new address to which we can send a cheque for any net credit due. We will not have to pay you this money back if 24 months have passed since your final Bill and you have not reclaimed any net credit due. However, in this event please contact us and even though you will no longer have a right to the money under your Agreement, we may still allow you to claim a repayment.
- 3.5.17. If you have not selected e-billing and we are unable to send your Bill to you by post, we will make it available for you to access online in your UW account and make reasonable efforts to notify you by email and/or SMS, if possible. By making a copy of your Bill available for you to access online (irrespective of whether we have been able to notify you) we will have given you notice of the amount payable, and if you pay by direct debit it will be collected by us on the due date.
- 3.5.18. Unless we have acknowledged that there is a valid dispute, a late payment fee of £6 to cover administration costs will be included on your next monthly Bill, in any of the following circumstances:
- 3.5.18.1. the amount of money in your bank or building society account was insufficient to cover a direct debit payment which we tried to collect in respect of your monthly Bill from us; or
 - 3.5.18.2. you cancel your direct debit or change to a new bank account without notifying us; or
 - 3.5.18.3. your payment for a monthly Bill has not reached us when due (or the agreed collection date for your direct debit if later) for any reason.
- 3.5.19. We reserve the right to pass on any reasonable costs which we incur in the collection of any overdue amount from you, including legal fees, administration costs, credit card commissions and/or agency charges.
- 3.5.20. If you move home without informing us and without providing a forwarding address at which we can contact you, you will remain liable for all charges associated with any Services being provided to your previous address until we have been properly notified that you are no longer living there/responsible for the Services. We also reserve the right

to end any Service we have been providing to you, without notice, in such circumstances and we will not be liable for any resulting loss, damage or inconvenience. You will be liable for any associated charges if Services are ended under this clause.

3.5.21. All charges on your Bill are calculated exclusive of VAT; VAT (at the applicable rate for each type of Service) (and other taxes if applicable) will then be added to the ex. VAT amounts shown. VAT is applied to the ex. VAT total of all charges for each Service and is mathematically rounded to the nearest penny.

3.5.22. We reserve the right to waive or reduce any charge(s) we are entitled to make at any time without notice.

3.6. Verification and credit checks, deposits and other information

3.6.1. Customers may be subject to checks, including Land Registry, verification checks and/or credit checks using an external credit reference agency to assess ability to pay for Bills and help to make sure we are setting up / providing the most appropriate payment terms and Services for you. We will routinely share information about your payment record with credit reference agencies. If we consider that your account is in default (i.e. you have not paid us in full and are in breach of your Agreement) we may report the unpaid debt to credit reference agencies who will record that default on your credit file. For full details of how we use your personal information, please see the Privacy Notice available on our website www.uw.co.uk/legal/privacy-customer.

3.6.2. When we run a credit check, the credit reference agency will record the fact that a check was made.

3.6.3. If we have reason to believe any amount due for your Services from you may not be paid, or if the price of your usage in any month is materially greater than any Bill previously paid to us by you, we may ask for a reasonable deposit to be used as security. The amount to be paid is based on factors within our discretion including your credit payment performance according to credit reference agencies.

3.6.4. Where you provide us with a deposit and we are required to pay interest on it in accordance with any statute or applicable regulations, such interest will be calculated on a simple basis at the Barclays Bank Base Rate, as varied from time to time.

3.6.5. Deposits will be held for a minimum of 12 months, after which they will be repaid to you upon request (subject to a satisfactory payment history on your account) together with any accrued interest to which you may be entitled. If you have terminated all our Services, upon request the deposit will be returned to you, together with any accrued interest to which you may be entitled. In either case we are entitled to use any deposit we are holding to pay off (in part or in full) any charges you owe us for any Services which are overdue (which may include early termination fees and administrative fees), unless you have informed us of reasonable grounds for disputing such charges, in which case we shall provide reasonable justification prior to making such deductions.

3.6.6. You confirm and guarantee that all the information supplied by you when you signed up for your Previous Provider's Services, and then information you subsequently supply to us, is true, complete and accurate in all respects and you agree to notify us immediately of any changes to that information. We may conduct checks to verify the information you have provided to us.

3.7. Equipment

3.7.1. Except as expressly set out in this Agreement, any Equipment previously supplied by your Previous Provider related to the Services that have transferred from your Previous Provider to UW, and any Equipment which we have supplied to you free of charge under this Agreement, remains our property at all times. For the avoidance of doubt, such equipment rented from your Previous Provider belongs to UW.

3.7.2. You agree to look after our Equipment and follow any reasonable instructions that we may give you, including giving us access to your Property. If you have not done so, and the Equipment is damaged, you will have to pay us for any repair or replacement.

3.8. Your personal information

3.8.1. We look after any information which could identify you ("personal information/data") carefully and strictly in compliance with all UK data protection laws. For full details of how we use your personal information, please see the Privacy Notice available on our website www.uw.co.uk/legal/privacy-customer.

- 3.8.2. We, or one of our UW Partners, may contact you in future to give you information about any of our Services or benefits which we believe may save you money or otherwise be of interest to you, unless you have informed us that you prefer not to receive this information.
- 3.8.3. If you would like to exercise any of your rights in relation to your personal information, such as accessing, correcting, erasing, transferring or objecting to the use of your personal information, please write to us at privacy@uw.co.uk. You are able to exercise your rights free of charge, however if you make unfounded, repetitive or excessive requests, we may charge a fee or refuse to carry out your requests.
- 3.8.4. Whilst we use all reasonable care to protect our customers' personal information, we do not accept liability for any losses incurred by customers caused by third parties who have gained illegal access to the data we are holding, where such loss of data has been caused by circumstances outside our reasonable control.
- 3.8.5. If you telephone us, or if we telephone you, the call may be monitored or recorded for training, quality and monitoring and security purposes.
- 3.8.6. Unless you have specifically asked us not to do so, we will register your Home Phone number(s) with the Telephone Preference Service (TPS) to protect you from unwanted sales calls.
- 3.8.7. Unless you tell us otherwise, we may disclose your name, address and phone number to third parties in order for them to operate a directory service.
- 3.8.8. When you use the Communication Service(s), the identity of your telephone number may be sent through the networks so as to be identified to the party being called. It may be used by us to identify you when calling our Customer Service number, or to divert calls to us for administration and for the investigation of fraud. You may be charged for any diversion.

3.9. Circumstances beyond our control

- 3.9.1. We shall not be liable to you for any failure to deliver any of the Services or for any breach by us of the Agreement, where such failure or breach is due to a reason outside our reasonable control, for example: failure of a third party telecommunications provider; lightning; exceptionally severe weather; fire; explosion; war; riots; industrial disputes; acts of terrorism; pandemic; government action or regulation or national or local emergency. If such failure to deliver continues for more than three months after the commencement of such failure, then you may terminate the affected Service by giving us notice in writing.

3.10. Complaints

- 3.10.1. Our complaints handling policy can be found in our [Customer complaints code](#).
- 3.10.2. If you've followed our process and your complaint remains unresolved after eight weeks you can contact the Ombudsman Services:
 - 3.10.2.1. Communications Ombudsman. You can find out more at [Communications Ombudsman](#) or by phoning **0330 440 1614**.
- 3.10.3. The Ombudsman offers a free, independent service for investigating complaints. Any decision made by the Ombudsman is binding on us.
- 3.10.4. Codes of Practice
 - 3.10.4.1. The regulator of electronic communications services, Ofcom, has published its approved complaints code of practice for customer service and complaints handling which can be found here - [Ofcom approved complaints code of practice for customer service and complaints handling](#).
 - 3.10.4.2. At UW, your customer satisfaction is important to us, that's why we've signed up to the voluntary industry Codes of Practice:
 - [Ofcom's Automatic Compensation scheme for Phone and Broadband Services](#). If you're eligible, we offer Automatic compensation for:
 - delayed repairs following loss of service;
 - delayed activation; and
 - missed appointments.
 - [Ofcom's Fixed Broadband Speed Code of Practice](#). This sets out the broadband speed information we provide to you when you take out a

contract and what to do when you experience speeds that are lower than the ones we committed to.

3.11. Miscellaneous

- 3.11.1. Where a Service, tariff, price plan or benefit bundle is no longer available to new customers, the specific terms associated with it may no longer be included in our current range of marketing materials (including these terms and conditions). Unless you have been notified by us of a change to your Agreement(s), the terms and conditions which applied at the time that Service was originally provided to you (subject to any amendments notified to you) apply while we continue to provide that Service, tariff, price plan or benefit bundle to you.
- 3.11.2. Except as expressly provided, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Party Act) 1999 to enforce any term of this Agreement.
- 3.11.3. We may assign or transfer any of our rights under this Agreement to any other person or company. Where possible, we will inform you as soon as we reasonably can if we transfer any of our rights or responsibilities. We may also subcontract anything we have agreed to do under this Agreement, but we will remain responsible for our subcontractors. You may not assign or transfer your rights or liabilities to anyone else unless we have agreed in writing beforehand.
- 3.11.4. Failure to enforce our rights under these Agreements shall not prevent the other from taking further action. If either party waives a breach of these Agreements that waiver is limited to that particular breach. If any part, term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of any remaining terms will not be affected.
- 3.11.5. The headings in this Agreement are inserted for reference only and shall not affect the interpretation.
- 3.11.6. Reference to the singular includes a reference to the plural and vice versa.
- 3.11.7. Agreements are governed by the laws of England where your home address is located in England, Wales or Northern Ireland, and by Scottish law where your address is located in Scotland.
- 3.11.8. We may restrict or limit a Service or aspects of a service as a result of regulation, law or direction from authorities.
- 3.11.9. Services are subject to status and availability.
- 3.11.10. We have a zero tolerance policy towards all forms of abuse. If you act in an unreasonable, abusive or threatening manner, we will take appropriate action including, but not limited to, cancelling your Services, ending calls, reporting serious incidents to the police and/or only corresponding with you via email or post.

4. Communication Services

This clause applies to Communication Services and is in addition to the clauses applicable to all Services and clauses relating to Home Phone, Broadband.

4.1. Payment - additional information

- 4.1.1. You must pay us the monthly line rental, connection and early termination fees, other periodic charges (billed in arrears, in advance or on a current month basis as we shall advise), for chargeable calls (billed after the calls are made) and any other charges in respect of the Communication Services provided to you or incurred by someone else using the Equipment or Service. Charges will depend on the price plan, features, facilities, equipment etc. you choose.
- 4.1.2. Charges are set out in the tariff guide.
- 4.1.3. Charges for the Communication Services contained in your monthly statement will be calculated using data recorded by the carriers and networks which we use which shall be conclusive evidence of that usage. You are responsible for all charges, whether or not such charges were incurred with your authority or knowledge.

4.2. Changes to your Communication Services Agreement

- 4.2.1. We may make changes from time to time to these terms as well as to charges, benefits or other terms/documents which apply, or introduce new terms.
We may have to make these changes because:

- 4.2.1.1. of changes to law, regulation, guidance, industry codes, Ombudsman or court or regulator decisions;
- 4.2.1.2. of changes to the terms and conditions upon which we are able to obtain services from our suppliers;
- 4.2.1.3. we believe it is necessary for us to do so, for example -
 - 4.2.1.3.1. the way we run our business changes; or
 - 4.2.1.3.2. the cost of providing the products or services or running our business changes, i.e. a change in our cost of funding, technology (including our systems) and service costs.
- 4.2.2. Any contractual changes not to your benefit will be notified to you with at least one month's notice and will give you the right to leave your contract without charge. This right to leave applies to any contracts of other Communications Services. If you cancel you'll need to pay for services used up to the date of cancellation. By continuing to use the Services following any such change, you will be deemed to have accepted such variation.
- 4.2.3. Any contractual changes that are exclusively to your benefit, of a purely administrative nature (and having no negative effect on you) or are directly imposed by law, will be notified to you but will not give you the right to leave your contract without charge. By continuing to use the Services following any such change, you will be deemed to have accepted such variation.
- 4.2.4. We may use whichever network(s), carrier(s) or supplier(s) we consider appropriate to supply Communication Services to you, and may change the network(s), carrier(s) or supplier(s) we are using or discontinue or modify any aspect of the services at any time and without notice, provided this does not affect the quality and price.

4.3. Provision of the Communication Services

- 4.3.1. We will use reasonable efforts to make Communication Services available but owing to the nature of communication networks we are unable to guarantee to provide a fault free service. The quality of the Services depends on (1) the quality and coverage of the Services, (2) the communication network to which you are connected, (3) other communication networks the person you may be calling is connected to or which may be used to access the internet, (4) your home environment.
- 4.3.2. Communication Services may also be adversely affected by too many people trying to use the network at the same time.
- 4.3.3. If a fault occurs you should report the fault by telephone, email or in writing to us.
- 4.3.4. If we are providing a voicemail service, then in the interest of all users, we may limit the number and duration of messages that can be left on your voicemail service. The confidentiality of messages cannot be guaranteed. You must not record an abusive, defamatory, or obscene greeting message; if you do so, we may change it without notice or withdraw your voicemail facility at our discretion.

4.4. Suspension of the Communication Services

- 4.4.1. At our sole discretion, we can suspend or disconnect the provision of the Communication Services immediately, without telling you and without notice if:
 - 4.4.1.1. we believe you are using the Services in an unauthorised way, making calls to earn financial revenue or any other reward from these calls, generating artificially inflated traffic, for commercial or business purposes, or for criminal activities, or for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing nature;
 - 4.4.1.2. you fail to pay any charges billed by us to you when due (or the agreed collection date for your direct debit if later), unless we have agreed to waive or accept late payment thereof, or you have committed any other substantive breach of this Agreement;
 - 4.4.1.3. your credit limit is exceeded;
 - 4.4.1.4. we have reason to believe you are using the Service (and/or Equipment) in a fraudulent or improper way, or a way that breaches the Agreement;
 - 4.4.1.5. we have reasonable grounds for believing you may not pay any amount(s) that are, or may become, due;

- 4.4.1.6. your phone number is being advertised in or on a public phone box or other public space for solicitation purposes;
 - 4.4.1.7. your direct debit instruction is refused or cancelled;
 - 4.4.1.8. you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks or adversely affect the Service or Services that we provide to our customers;
 - 4.4.1.9. another company which is responsible for supplying your fixed line or connection (eg. a Cable network) suspends or terminates service on the line being used by us to provide our Services;
 - 4.4.1.10. we believe there is activity on your Service or an unlawful intrusion, which may damage or affect the operation of the networks or the Service(s); or
 - 4.4.1.11. there are reasons outside of our control.
- 4.4.2. In the above cases, where we suspend a service, this Agreement does not come to an end and you are still liable for any minimum call charges and all monthly (or other periodic) line rental charges due during any period of suspension.
- 4.4.3. In some of the above circumstances, all outbound calls may be routed directly to our overdue account team, in which case you will hear an automated announcement advising you of the reason why your call could not be completed as dialled; if you have arranged call forwarding on your line, then we cannot accept responsibility for any loss or embarrassment caused to you in the event that someone calling your number also hears this message when their call is forwarded. Any stored voicemail greetings or messages may be lost.
- 4.4.4. If you are unable to use all of the Services for a continuous period of 24 hours because:
- 4.4.4.1. there is a technical network failure;
 - 4.4.4.2. they are being tested, modified or maintained; or
 - 4.4.4.3. access is denied to us
- you will receive a pro-rated credit against your monthly (or other periodic) line rental charge, relating to the period of suspension or failure. For your Home Phone Service, any such line rental credit is only payable in respect of the period commencing 48 hours after any fault has been reported to us by you, and provided you continue to notify us no less frequently every 48 hours thereafter until such time as the reported fault has been repaired.

4.5. Ending your Communication Services Agreement

- 4.5.1. You may notify us that you wish to end this Agreement immediately if:
- 4.5.1.1. we have committed a material breach of this Agreement and fail to put it right within 14 days of you asking us to do so in writing; or
 - 4.5.1.2. all of the Services are permanently no longer available to you; or
 - 4.5.1.3. you choose not to pay a deposit which we have requested in accordance with this Agreement, however in this circumstance you must either return any Equipment to us in good condition or pay the early termination fee(s).
- 4.5.2. We may end this Agreement immediately by writing to you if:
- 4.5.2.1. you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks; or
 - 4.5.2.2. you become bankrupt or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets; or
 - 4.5.2.3. you commit a breach of this Agreement (e.g. you fail to pay charges on the due date, or to pay us a deposit we have requested in accordance with these terms) and do not put it right within 14 days of being asked by us in writing to do so; or
 - 4.5.2.4. we are no longer able to provide the Services to you on a permanent basis; or
 - 4.5.2.5. technical or operational reasons, or reasons outside of our control prevent us from providing you with some or all of the Communication Services.
- 4.5.3. Either of us can cancel the Agreement by giving 30 days notice or for Home Phone & Broadband you can cancel your Agreement by migrating your Service to another provider and notifying us of this - when you migrate your Service we will stop charging you from

the date that you, or your new provider, notify us that your new service is live or, if we do not receive a notification, 30 days from the date you notify us that you wish to cancel your Agreement with us.

- 4.5.4. When this Agreement comes to an end:
- 4.5.4.1. the Service will be disconnected (unless we have accepted an application from a new customer requesting us to continue providing our Service on that line);
 - 4.5.4.2. you may request for your number to be ported to your new provider up to 30 days after you have switched your service. If you experience a delay in your number being ported which is caused by us, you may be entitled to compensation. Please see our tariff guide for details;
 - 4.5.4.3. you will have to pay immediately all charges outstanding at disconnection, including any early termination fees;
 - 4.5.4.4. we will repay any deposit you have given us, upon request, but only if you do not owe us any money and you have returned all Equipment to us (as required);
 - 4.5.4.5. you must return, at your own expense, to us in good condition (fair wear and tear excepted) any Equipment we (or your Previous Provider) have provided to you in relation to the Agreement;
 - 4.5.4.6. if we have received notification that your Service is being transferred to another provider then you will remain responsible for all charges until the Service is actually transferred;
 - 4.5.4.7. if you fail to return the router to us within 30 days of the Broadband service coming to an end and you have taken our Broadband service with UW for less than two years you will be charged according to the charges set out in our tariff guide.
- 4.5.5. If we terminate the Agreement, provided that you are not in breach of any of the terms of the Agreement, we will credit the appropriate proportion of any charges you have paid in advance on your Bill.

4.6. Communications Services liability and exclusions

- 4.6.1. We shall not be liable for the online content of goods or services offered by third parties or losses caused by third party services, applications, equipment or goods, content or viruses that you access or use through the Services. We do not provide anti-virus software.
- 4.6.2. We will not be liable for any indirect or consequential loss, loss of profits or revenue, loss of use, lost business or missed opportunities or goodwill, expenses, wasted expenditure, loss of information or data, or savings you might have made.
- 4.6.3. In the event that a line which we have made available to you for any Service(s), whether through transfer, migration or new line installation, has an alarm or any other monitoring system attached, we will not be responsible if that monitoring system should fail due to some technical fault, failure in the line, or otherwise.
- 4.6.4. There may be occasions when we are unable to provide the Services or the bandwidth available may be reduced because of something outside of our reasonable control. We will not be liable to you if that is the case, and if you choose to use an alternative carrier or network then we will not be responsible for that provider's charges.
- 4.6.5. For customers using our Home Phone Line Rental Service, we accept responsibility for loss or damage to your physical property arising from our negligence subject to a maximum of £5,000 in any calendar year.

5. Home Phone and Broadband (excluding Mobile Broadband)

This clause applies to Home Phone and Broadband (excluding Mobile Broadband) Services and is in addition to the clauses applicable to all Services and to the clauses applicable to Communication Services.

Definitions

These definitions are in addition to those set out at the beginning of the terms and conditions and apply when we are talking about Home Phone and Broadband.

- **'Accompanying Material'** means any documentation provided by us that is associated with the Broadband service.

- **'Broadband Service(s)'** means the use of online information, communication and other services provided by us, (but excluding Utility Warehouse hosted email accounts), and access to information and services provided by third parties, on the internet, where we are providing a fixed line broadband connection.
- **'CPS'** means Carrier Pre Selection.
- **'Designated User'** means any person(s) that you authorise as users of your Broadband service.
- **'Standard Broadband'** means our copper broadband service.
- **'Fibre Broadband'** means our part fibre (FTTC) Broadband Services (such as Ultra and Ultra+ and our part fibre without a landline (SOGEA) Broadband Services (such as Fibre 40 and Fibre 80).
- **'Full Fibre Broadband'** means our full fibre (FTTP) Broadband Services (such as Full Fibre 100, Full Fibre 500 and Full Fibre 900).
- **'Home Phone service(s)'** means the basic two way communication service via whichever carriers or networks we may elect to use from time to time.
- **'Software'** means the use of the software programme(s) provided by us or by third parties that are associated with the Broadband service.
- **'VoIP'** means Voice over Internet Protocol telephone service.

5.1. Commencement and duration

- 5.1.1. This Agreement is entered into on the date that you took the Services from your Previous Provider or UW notified you that these terms would take effect following the transfer to UW (as applicable), and will continue indefinitely unless cancelled by either of us in accordance with the Agreement.
- 5.1.2. The Commencement Date for any Home Phone Services and/or Broadband Services shall be the date that such Service is made available to you.
- 5.1.3. We reserve the right to cancel this Agreement prior to the Commencement Date and at our sole discretion where we have any commercial, technical or operational reasons for not providing you with the Home Phone Services and/or Broadband Services and you shall not be entitled to compensation of any form whatsoever where we have exercised this right in respect of our failure to supply the Services or otherwise.

5.2. Home Phone and Broadband Services

- 5.2.1. We may suspend the Home Phone Services and/or Broadband Services, including for scheduled periods of downtime, where necessary for operational reasons such as repair, maintenance or improvement of the service or because of an emergency. Except in the event of an emergency, we will try to give you as much notice as possible of any periods of scheduled downtime of these Services. We will restore the Home Phone Services and/or Broadband Services after suspension as soon as we reasonably can.
- 5.2.2. Our Home Phone and Broadband Services are provided to many customers and we owe them a duty as a whole to preserve our network integrity and to avoid network degradation. We don't measure and shape traffic. However, our network supplier may consider it necessary, in limited circumstances, to change the services, or manage the use of, or access to, the services as they see fit. This may impact the quality of the Services.
- 5.2.3. We cannot be responsible for any fraudulent or unauthorised use of your Home Phone Service or Broadband Service or for the proper safeguarding or security of these Services.
- 5.2.4. We may set a credit limit on the value of the call or data charges you can incur using the Home Phone Service and/or Broadband Service at any time. As our billing system is not updated instantly when you make a call or use data, you may exceed the credit limit, but if this happens, you will be liable for all relevant charges.
- 5.2.5. Any fixed monthly charges will be billed up to the end of the month in which the Bill is produced, and any call charges will be billed monthly in arrears; this means that the first Bill that you receive could include up to seven weeks of your fixed monthly charges, calculated on a pro-rata basis.
- 5.2.6. You must have all necessary consents or permissions required for us to provide a Service (e.g. permission to lay cables from the street to your home or, if you're a tenant, your landlord's consent).

5.3. Home Phone Services

- 5.3.1. If you have a new line installed with UW it is subject to a minimum contract term of 18 months; if the Home Phone Service is cancelled within the minimum contract term, in addition to an early termination fee as set out in the tariff guide, you will be charged for the balance of any connection charge still outstanding. In the event that you cancel your request for a new line before it has been installed, you will be liable for any costs that have already been incurred by us. Our Home Phone Service will be provided automatically on any new line we install for you. We are not responsible for the failure of any directory enquiry service to include or exclude any new numbers. Standard Care maintenance is included with all new lines, which can only be upgraded on a line on our Extended (BT) network.
- 5.3.2. If we are providing our Home Phone Service, then in the event your line develops a fault, we will work on any problem that is reported to us as quickly as possible. This may require a network engineer to visit your home, and you must provide reasonable access to enable the necessary work to be carried out. This work will be carried out free of charge unless the fault is in your home's internal wiring or any equipment you have been using, in which case you will be charged by us at our standard call out rates. You will not be entitled to any compensation for loss, damage, inconvenience or additional costs you may incur resulting from any technical problems with your line other than as set out in these terms.
- 5.3.3. If your Broadband Service is cancelled for any reason, you will continue to be charged for any phone calls you make and for your fixed line rental (if this is being provided by us) after the cancellation date in accordance with our Home Phone tariff.
- 5.3.4. VoIP may not be suitable for all customers as VoIP services do not work during power outages. If you rely on your landline for medical or telecare services, emergency communications, or any other essential services, or are otherwise landline dependent you should contact us immediately to discuss possible alternative arrangements to ensure these services continue to function. For more information on VoIP and its limitations please see our website. If your landline supports other services such as security or alarm systems, please be aware that they will not function during power outages. By using our VoIP service you acknowledge that you understand the key limitations of VoIP and that you accept responsibility for ensuring you have alternative communication arrangements during outages, particularly for emergency situations.

5.4. Broadband Services

- 5.4.1. Fibre Broadband (excluding standard Broadband) and Full Fibre Broadband Services are subject to a minimum month contract term (as notified to you by your Previous Provider or us) and 30 days' notice thereafter or can be terminated immediately by you by migrating the Service to another provider and giving us notice (in accordance with these terms) or cancelled otherwise in accordance with the Agreement. If the Service is disconnected for any reason within the minimum contract term, you may incur further charges relating to the termination of your Home Phone (if applicable) and Broadband Service as set out in the tariff guide.
- 5.4.2. The provision and type of Broadband Service is subject to availability. If we cannot provide our Broadband service on your line, for example because you are not connected to a local BT exchange that has been upgraded, we will notify you as soon as possible.
- 5.4.3. Except for our Full Fibre Broadband and SOGEA Broadband (Fibre 40 and Fibre 80), our Broadband Service is only available as a new service if we are also supplying your Home Phone Service. If your Home Phone Service is disconnected at any time your FTTC Broadband Service will be automatically terminated and you will be required to pay any early termination fees that may apply. If you are taking our standard Broadband Service and your Home Phone Service is cancelled for any reason, your standard Broadband Service will be subject to an ongoing surcharge (as set out in our tariff guide) while we continue to make the standard Broadband Service available for you.
- 5.4.4. Save where provided by us, you are responsible for providing any items of hardware or equipment necessary to enable you to access the Broadband Service.
- 5.4.5. You must have a fibre compatible router to use our Fibre or Full Fibre Broadband service. We cannot guarantee that the Service will work if you are using your own router.

- 5.4.6. You can switch between our Fibre Broadband tariffs or between our Full Fibre Broadband tariffs. This means we will not charge you for switching between certain tariffs but you may only do so once in any six month period.
- 5.4.7. Our Broadband Service(s) are designed for normal household usage. We reserve the right to restrict capacity, reduce speed or withdraw service from you where we have reasonable cause to believe the Broadband Service is not being used for normal household usage, or in any other way which may adversely affect the performance of the Broadband Service for other users, at our sole discretion.
- 5.4.8. You agree not to use our Broadband Service to publish any information, software or other content which violates or infringes upon the rights of any others or which we consider to be offensive, abusive, indecent, defamatory, obscene or otherwise unlawful.
- 5.4.9. We do not generally monitor the content of information sent and received using the Broadband Service, however we reserve the right to do so and take appropriate action if we consider it to be necessary.
- 5.4.10. We may require you to change your Domain Names, URL or email address and we may suspend your Broadband service, email or webspace if we reasonably believe that any Domain Name, URL or email address you are using is, or is likely to be, offensive, abusive, indecent, defamatory or obscene or otherwise in breach of any term of the Agreement.
- 5.4.11. If we are providing our Broadband Service, then in the event your service develops a fault, we will work on any problem that is reported to us as quickly as possible. This may require a network engineer to visit your home, and you must provide reasonable access to enable the necessary work to be carried out. This work will be carried out free of charge unless the fault is in your home's internal wiring or any equipment you have been using, in which case you will be charged by us at our standard call out rates. You will not be entitled to any compensation for loss, damage, inconvenience or additional costs you may incur resulting from any technical problems with your service other than as set out in these terms.

5.5. Broadband speed information for new Broadband services

- 5.5.1. When you order any new Broadband Service, you'll receive an order confirmation notice from us that will include estimates of the following speeds that you can expect:
 - 5.5.1.1. normally available download and upload speed;
 - 5.5.1.2. minimum guaranteed download speed;
 - 5.5.1.3. minimum upload speed;
 - 5.5.1.4. maximum upload and download speed; and
 - 5.5.1.5. advertised (headline) upload and download speeds (if we've included them in our advertising).
- 5.5.2. When we process your application for Broadband we will provide you with an estimate of the download speed that we expect your Service to achieve. If the estimate is below the minimum guaranteed download speed stated for Broadband we will not continue with your application.
- 5.5.3. We'll try to ensure you get the estimated speeds; however, we can't guarantee this. It may take up to two weeks from installation for your speeds to stabilise. If, after this period, your download speed regularly falls below the minimum guaranteed download speed on a daily basis for at least three successive days (whether continuously or intermittently) we'll try to fix the problem, and you must follow our reasonable instructions when we try to do so (including how to measure the relevant download speed on your line).
- 5.5.4. If after 30 days following your reporting of the problem to us, your download speed still regularly falls below the minimum guaranteed download speed, you may cancel the service without penalty.

5.6. Emergency services

- 5.6.1. Access to the Emergency Services is available by dialling 999 or 112 from your landline. Unless we have confirmed otherwise, the Full Fibre Broadband and SOGEA (Fibre 40 and Fibre 80) Broadband Service does not include a landline.
- 5.6.2. We will inform the emergency services of the caller location information of the address you asked us to provide the service at in the event of an emergency call.

- 5.6.3. If your landline experiences a fault it may not be possible to contact the Emergency Services.
- 5.6.4. If you are using the Internet Phone or VoIP service and your landline or broadband experiences a fault it may not be possible to contact the Emergency Services.
- 5.6.5. If you are using the Internet Phone or VoIP service and you experience a power failure to your broadband router or ATA adaptor or otherwise, it may not be possible to contact the Emergency Services.
- 5.6.6. If you are using the Internet Phone service and move the ATA adaptor to use it at a different address it is your responsibility to notify us so that in the event of an emergency call, the Emergency Services can be made aware of the address to respond to.

5.7. Routers

- 5.7.1. If you already possess a router provided by your Previous Provider, unless we inform you otherwise, your transfer to UW will not require you to change your router. We may upgrade your router in the event we deem it necessary.
- 5.7.2. You may rent or buy the UW Wi-Fi Hub router from us. In addition, you may also choose to rent eero router(s) from us (subject to the below terms). Router specifications and rental and purchase prices are detailed on our website. You will be responsible for paying postage and packaging at the prevailing rate for any routers bought or rented from us and this charge will be added to your monthly bill. Routers rented from us remain our property. Routers rented from your Previous Provider for Services that have been transferred to UW are also our property.
- 5.7.3. eero devices are subject to the following terms:
 - 5.7.3.1. eero devices may only be rented from us.
 - 5.7.3.2. Details of the amount of eero devices you may rent and any other routers you must rent in addition to the eero devices will be specified during our ordering process.
 - 5.7.3.3. You may only rent eero devices from us when you take our Broadband service and at least one other Service from us (the 'eero Requirement'). If you do not meet the eero Requirement, we may stop renting the eero devices to you and, on our request, you must return the devices to us using recorded delivery at your own expense. If you fail to return the devices to us within 30 days of failing to meet the eero Requirement, and you have taken our Broadband service for less than two years, you will be charged £100 for each eero device. If at the point you fail to meet the eero Requirement you have taken our Broadband service for two years or more, you will be charged in accordance with our tariff guide. We reserve the right to remotely disable the functionality of any eero device that is not returned to us in accordance with this clause.
 - 5.7.3.4. eero devices are locked to our network.
 - 5.7.3.5. All eero devices you rent from us must be connected to the same home network at the Property at which we provide Broadband Services.
 - 5.7.3.6. We may facilitate the provision of a mobile application and other software services to be used in conjunction with eero devices (the "eero App"); such services will be provided by eero LLC or its affiliates ("eero"). The eero App will be subject to the terms and conditions and privacy policy of eero, further details can be found at eero.com.
 - 5.7.3.7. If we stop supporting or making eero devices available to customers, or otherwise have a reasonable commercial or operational reason to do so, we may require you to return your eero devices to us at your cost. If we require you to return your eero devices, you must return your devices within 30 days and we will provide you with an alternative router(s) that we reasonably consider provides a similar or better service.
- 5.7.4. All routers supplied by UW come with a lifetime warranty for as long as you take our Broadband service. If we have supplied a router to you which develops a fault, then we will provide a free replacement for as long as you take our Broadband service.

- 5.7.5. In relation to eero devices, if we stop supporting or making eero devices available to customers, we will provide you with an alternative router(s) that we reasonably consider provides a similar or better service. We will not provide a free replacement where the fault is caused by loss, theft or physical damage. In addition, we reserve the right to refuse to provide a free replacement and charge you for any eero device where the eero device has been: altered or modified; used outside the intended or proper use described in the eero App or any accompanying material; used in conjunction with equipment not provided by us (including, but not limited to, the power supply); used with a version of the eero App that has been altered or modified; or where any label on the eero device has been removed or altered.
- 5.7.6. You must return the faulty router to us within 30 days of informing us of the fault, using recorded delivery and we will pay the cost of postage and packaging. If you fail to return the faulty router to us within 30 days of informing us of the fault, you will be charged the full retail price of the router on your next bill after the 30 days has expired.
- 5.8. Set up of the Broadband Service**
- 5.8.1. In order to identify authorised Designated Users you must be at least 18 years of age.
- 5.8.2. You acknowledge that you are aware that areas accessible on or through the Broadband Service may contain material that is unsuitable for persons under 18 years of age and you agree to supervise usage of the internet by any minors who you permit to use the Broadband Service.
- 5.8.3. You are responsible for ensuring that no unauthorised access is obtained to the Broadband Service through your account.
- 5.8.4. You will be entirely liable for all activities conducted and charges incurred through your account whether by you or by any other person, whether acting with your knowledge and consent or otherwise.
- 5.9. Home Phone and Broadband home movers**
- 5.9.1. If you move home and ask us to supply our Home Phone Service at your new address, then it will be subject to a minimum contract term of 12 months; an early termination fee, as set out in our tariff guide, will be charged if this Service is cancelled within the minimum contract term.
- 5.9.2. Where we have been supplying you with a Broadband Service for less than 12 months, then in the event that you move to a new address and ask us to provide your Broadband service at your new property, we will charge you an administration fee as set out in the tariff guide.
- 5.9.3. If you are moving house and wish to retain your Broadband Service, you will only be able to do so if the local BT exchange at your new home has been upgraded. You will be required to pay an installation fee relating to the costs we incur in providing this Service at your new home. We may not be able to transfer your Service and will not be liable to you in this instance. If you do not wish to transfer Broadband Service (and Home Phone if applicable) to your new home, or are unable to do so, you will be required to pay any early termination fees that may apply.
- 5.10. Home Phone and Broadband miscellaneous**
- 5.10.1. It is your responsibility to cancel any Call Discount Options or Calling Features Bundles which you no longer require.
- 5.10.2. Any phone numbers issued by us do not belong to you. We may change these at any time.
- 5.10.3. If your calls are being routed to us by CPS and your line rental continues to be billed by BT, it is your responsibility to ensure you are on the lowest monthly line rental tariff available from BT that meets your requirements.
- 5.10.4. There is a special helpline **0333 777 0777** for technical support for the Home Phone Services and Broadband Services. Please note that we can only provide technical support relating to our Broadband Services (including any line faults which affect your Home Phone service), and hardware or software provided by us.
- 5.10.5. Any legacy Previous Provider or Post Office email service will not transfer to UW and will continue to be provided by your Previous Provider. If you have any issues you must contact your Previous Provider directly. UW shall not be liable for any loss or damage suffered, however so arising, in respect of the provision of such email service.

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