

Terms and Conditions – Pay Monthly Superfast Broadband Services (Swindon)

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Thank you for choosing Relish. Here are all the boring legal bits that We have to tell You about. Dull? Perhaps. Necessary? Yes. The below terms and conditions tell You what We are supplying, how We do that, and what We ask You to do when using the Service. We recommend You read these terms and conditions in full as they are important. We do of course hope that once You have You will never have to look at them again. We know that some of the language is a bit more formal than We would normally like, but it is important that We get it right for You and Us.

Terms and Conditions for Superfast Broadband Services (Swindon).

This Agreement is between UK Broadband Limited (trading as Relish), whose principal place of business is at 236 Gray's Inn Road, London WC1X 8HB and You.

1. DEFINITIONS

Account: the Account (referred to on Our Website as "My Account") which You can access on-line in which We record Your Data use and applicable Tariff for Your Service and where You can manage Your Service.

Additional Services: any additional services or configurations that We may make available to You from time to time.

Age Restricted Services: any Service which You need to be over a certain age to use.

Agreement: includes these terms and conditions, the Equipment Warranty, the Tariff and Your Order Confirmation.

Busy Hour Connection Rate (BHCR): is defined in clause 6.3

Cancellation Period: the period in which You have the right to cancel this contract without liability under the Consumer Contract Regulations 2013, and which expires 14 days from the day on which our Engineer installs the equipment.. .

Charges: any one-off or monthly recurring charges that You must pay for Your Subscription including any Subscription Charges, Per Megabyte Charge, any applicable Connection Charge, and any other charges that applies to the Service and that You incur in relation to the Service and which will be calculated using the then current Tariff.

Connection Charge: a one-off that may apply to the Service and may, or may not be calculated based on the Minimum Term selected by You, and in any case shall be confirmed by Us, on Your Order Confirmation.

Data: information on the Internet or otherwise that You will have the ability to access when using the Equipment.

Data Allowance: Your monthly Data volume included in Your Subscription.

Equipment: separately or together, any device, cable, outdoor antennae unit (ODU) or indoor unit (IDU), SIM Card, or other equipment, and fixings used to access the Service and that are supplied, or previously supplied, by Us, or Our Third Party Network Providers.

Equipment Warranty: the warranty that We give You for the Equipment is as set out at clause 14.

Indoor Units (IDU): means any indoor equipment supplied to enable the Service between the ODU and up to and including any Ethernet cables and fixings.

Group Companies: a subsidiary or holding company of a party and any subsidiary of any holding company and the meaning of subsidiary and holding company are taken from the Companies Act 2006.

Minimum Term: the minimum duration of Your Subscription set out in Your Order Confirmation, and if not so specified, a Minimum Term of 12 months from Service activation shall apply.

Network: the electronic communications systems We use to provide the Service including Our network and the electronic communications systems of Our Third Party Network Providers.

Outdoor Units (ODU): is an outdoor terminal unit which is, or shall be, installed on the outside of Your premises and may also be referred to as Network Terminating Equipment or NTE.

Order Confirmation: the communication You receive confirming the details of the Service You have ordered from Us including information on Your Data Allowance (if any).

Minimum Speed: means no less than 24Mbps for 90% of the time during the busiest 3 hours of the day to the ODU measured by Relish at the ODU as further described in clause 6.

Per Megabyte Charge: if applicable, the amount You pay for Data after You have exceeded Your Data allowance depending on the Tariff that You have selected.

Service: is the superfast broadband service ordered by You and preconfigured as confirmed in Your Order Confirmation and shall include: installation, the Equipment and access to the Internet via an indoor hub and

ODU via the Network together with any Additional Services that We may make available to You from time to time.

Service Fault: means a loss or degradation of Service during which time there is an inability to transmit data at the Minimum Speed and such a fault is caused directly and solely by Our Network and/or act or omission by Us.

SIM Card: any SIM Card and USIM card(s) that may be provided by Relish to provide the Service or an Additional Service.

Subscription: the Service You ordered as confirmed in Your Order Confirmation, which includes but not limited to: Service description, Minimum Term and Your Data Allowance (if applicable).

Subscription Charges: the monthly recurring charges that You must pay for Your Service.

Tariff: also referred to as "Plan" - the standard charges that apply to the Service from time to time and are available on Our Website which form all, or part of the Charges.

Third Party Network Provider: any third party who installs maintains, repairs and/or operating a communications system used in the provision of the Service to You that We have entered into an agreement with.

We, Our or Us: UK Broadband Limited trading as Relish.

Website: www.relish.net

You or Your: You the customer and/or any person You purchased the Service for.

2. AGREEMENT

- 2.1 When You request a Service from Us We will notify You about this Agreement. We will advise you when we accept (in our sole and absolute discretion) Your request for Service. You are asked to read and accept these terms and conditions. By placing an order with Us, You are telling Us that You are happy with this Agreement.
- 2.2 The Agreement will start the moment that We accept Your request for Service by issuing an Order Confirmation and shall continue for no less than the Minimum Term. The Minimum Term starts from the moment that Your Service is activated and the Charges will be effective from this date, whether or not the Charges are debited from Your account on that date. Your bill, issued in accordance with clause 11, shall confirm the date range of the Charges and the approximate date funds shall be requested from Your account.
- 2.3 After, issuing an Order Confirmation, Relish shall be entitled to reject the order prior to installation where it is subsequently found that the address or location for the Equipment is not suitable, for any reason whatsoever and in our sole discretion, and/or found to be not as described by you and/or during installation where You refuse any installation requirements (such as drilling into external or internal walls or placement of the ODU or other Equipment)
- 2.4 If, following acceptance of an order You wish to amend the Minimum Term, then, You should advise Us in writing, and We shall confirm in due course, verbally or otherwise, that the Minimum Term may, or may not, be amended along with any associated Charges to effect the change. Where You do not wish to accept such Charges, then the Minimum Term and Service shall continue without change for the remainder of the Minimum Term, or may be terminated by You only in accordance with this Agreement and on the payment of any applicable cancellation Charges.
- 2.5 If following the Service being connected, You decide to move house within the Minimum Term, then please contact Us to discuss options which may include a relocation Charge if within the Service area, or a cancellation Charge if the Service is not available in the area of Your new address.
- 2.6 Whilst using the Service You agree to keep to this Agreement at all times and to follow all instructions on using the Service that We give You.

3. WHAT WE WILL PROVIDE TO YOU

- 3.1 We will open an Account for You and, as applicable to the Service requested by You, We may also confirm if You currently have any existing Relish Equipment that may be used by You for the Service. On Order Confirmation, and/or on payment of any applicable Connection Charge We will provide You with the applicable ODU and IDU and other Equipment required to use the Service, such Equipment status shall be set out on the Order Confirmation, which will be covered by the Equipment Warranty.
- 3.2 By placing an order with Us, You understand and accept that if the equipment supplied to You under the terms of this Agreement is existing Equipment, specifically the ODU, that You already have at Your premises, and We agree to reuse the existing Equipment We may, or may not visit Your address to confirm operability and functionality of the ODU. It is at our sole discretion whether or not an engineer will visit and except in so far as We provide an Equipment Warranty that is in line with the warranty for new equipment (clause 14), We have no other responsibility to You in relation to the condition of the portion of the Equipment that is reused.

4. INSTALLATION

- 4.1 To enable the Service We need to install the Equipment at Your address within our standard working hours. Installation shall comprise of the Equipment installation including drilling into external or internal walls and external to internal.
- 4.2 Once We have confirmed suitability of the Service at Your address and received all information reasonably required to install the Service We shall agree a date and time with You to complete installation of our Equipment at Your address. We may also discuss provisional location of the ODU on the outside of Your address and the location of the IDU (including the Ethernet adaptor faceplate) and mains power being available within 2 meters of where the Ethernet adaptor faceplate is to be located.
- 4.3 You confirm that You are the owner of the address and/or have the authority to allow Us to install the Equipment e.g from the property owner, our Your landlord or other authority and that: (i) You agree to the placement of the Relish Equipment at Your premises in the location, proposed by, or agreed with the engineer on the day of Service installation; and (ii) You confirm that You have provided all correct information relating to Your address and/or property. If You do not hold any of the above permissions, or have provided incorrect information, then We can not be held responsible or liable, and Our engineer won't be able to install the Equipment until such information held is corrected and/or full permissions are received. There may also be a Charge for delay or cancellation.
- 4.4 You must confirm with Us prior to installation if there are any characteristics of the End User Site that might make it difficult for our engineers to undertake the installation. Examples include the End User Site being a listed building, a building that is more than two stories high, a building with communal access, such as a block of flats, has a roof structure (such as slate tiles) that is particularly vulnerable to damage, has difficult access for ladders, is a mid-terrace property with no chimney, or other factors. Non-disclosure prior to Order Confirmation being released may result in additional Charges and/or cancellation of the Service by Us.
- 4.5 We shall make all reasonable efforts to meet the appointment slot and shall let You know as soon as possible. If, in the unlikely event, We do need to change the appointment slot for any reason, You will be contacted via email no less than 36 hours before the appointment. If the appointment needs to be changed within 36 hours of the agreed slot then You will be contacted via email and phone so We can rearrange without charge.
- 4.6 On the day before the appointment, our engineer will try to contact You to confirm the installation time. If You are not contactable the installation will go ahead as planned. If You are not available to receive the engineer at the time of the arranged slot then the install will be cancelled and We may Charge You for the aborted visit. At Your request, We shall make a new appointment with You and such new appointment will be confirmed on receipt of payment of applicable Charges.
- 4.7 You can request changes to the installation appointment slot up to 3 working days prior to the existing installation slot. Changes made less than 3 working days prior to the installation slot may result in a Charge.
- 4.8 To enable delivery and ensure the installation of any Equipment at Your address You shall: (i) be at the address on the agreed date and time of installation, and for the duration of the installation (ii) provide access to Your address to Us or our subcontractors, (iii) prepare Your address in accordance with our reasonable instructions and specifications, including that Your equipment, such as Your WiFi devices, meet any specifications required for Our Service including a continuous mains electricity supply and connecting points. Please note, We do not provide any WiFi routers or other internal equipment necessary to use the service; and (iv) You are responsible for making good any internal or external repairs resulting from installation or removal of equipment.
- 4.9 We will make every effort to install the Equipment and provide access to the Service, however, We can not be held responsible if an event occurs as a result of circumstances beyond our reasonable control, and we have to rearrange the installation including (i) a force majeure event such as weather conditions or other reasons outwith our reasonable control; (ii) being unable to carry out any necessary work at the address due to access or health and safety reasons; (iii) the engineer being given incorrect information, for whatever reason; (iv) being unable to gain access; (v) You failing to agree an appointment date or work is cancelled; (vi) a failure due to our being required to alter / move / reposition / switch off / remove Equipment pursuant to the terms of any wayleave, licence or other agreement with any third party in respect of Your address; or (vii) any reasonable information or assistance requested from You is not forthcoming.
- 4.10 We will make every effort to locate the Equipment in a place of Your choice that is also suitable for accessing the Relish service. However in order to obtain suitable signal strength this may not be possible. If We are unable to install the Equipment satisfactorily, at a mutually suitable location, and/or safely at the address, and/or on a mutually agreed date and time, then We may either (i) immediately terminate this agreement and/or (ii) discuss options with You in relation to the provision of the Service.
- 4.11 Once the Equipment is installed the Engineer shall request You sign an acceptance form which states that the installation is complete and that they have accepted the installation.

5. EQUIPMENT

- 5.1 Ownership in the Equipment will remain with Us. Risk in the Equipment (except as otherwise set out in this Agreement) will pass to You either when You get the Equipment, or where the Equipment is already in Your possession, on Order Confirmation.
- 5.2 Equipment should be used and stored in line with this Agreement and any other instructions that We give to You. Unless the Equipment Warranty covers the fault in the Equipment, We may charge You for any replacement, or, in Relish's sole discretion, an one (1) month Charge.
- 5.3 The Equipment, and/or any software do not belong to You, We are licensing these to You to use the Service and on cancellation of the Service shall discuss options for de-installation in accordance with clause 24. We may change the Equipment at any time or tell You to return it at the end of this Agreement. If You need replacement Equipment then We may charge You the most current Tariff.
- 5.4 A dynamic IP address is offered as standard to all of Our customers. You can request a static IP address, subject to availability; We will do our best but We cannot guarantee availability. If We provide You with a static IP address it will be subject to the following conditions: (i) the Minimum Term for Your static IP address will end at the same time as the Minimum Term for Your Service; (ii) the address will be allocated by Us, unfortunately it cannot be chosen by You; (iii) any allocated static IP address will revert to Us when Your Service is disconnected or terminated; (iv) You will not own any IP address or have the right to sell Your static IP address to anyone else; (v) We cannot guarantee 100% availability for the static IP address but We will do Our best; if You do experience any problems then You can call Our customer service team on 0330 686 8000.

6. SERVICE AND COVERAGE

- 6.1 Once You are connected, We will provide You with access to Our Service, configured in accordance with the Order Confirmation. Under the terms of the Consumer Contract Regulations 2013, We are not allowed to connect You until 14 days after the day on which Your Contract for Service is delivered (the 'Cancellation Period'), unless You expressly request Us to do so. If You do request immediate connection when You order the Service, this will not affect Your right to cancel within the Cancellation Period under Our fourteen day money back guarantee.
- 6.2 We aim to provide You with the Service at all times however due to the nature of the Service technology it is impossible to guarantee a fault free Service so, except as provided in section 7 below the Service is provided on an 'as-is' basis.
- 6.3 The Relish and underlying Network has been built to provide a Speed of 24 Mbps for 90% of the time during the busiest 3 hours of the day to the ODU) (**Busy Hour Connection Rate (BHCR)**). This "busy hour" is defined as the busiest three hours of the day and We shall make reasonable commercial endeavours to provide You with that BHCR at the ODU.
- 6.4 We will try to give You access to a superfast broadband service, even at the busy times. The network may be limited in quality and coverage though, as We rely on the arrangements that We have in place with other operators. For more information about our Network please visit Our Website.
- 6.5 We may:
 - (a) change or withdraw some or part of the Service from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. As explained in clause 12, You can end this Agreement if this change is likely to be unfavourable to You;
 - (b) determine at any time how Service is presented and delivered to the Equipment or is otherwise made available to You.

7. FAULTS, SUPPORT AND MAINTENANCE

- 7.1 We will make reasonable endeavours to provide an uninterrupted Service, and meet the Minimum Speed but You understand and agree that from time to time Service Faults may occur.
- 7.2 If You report a Service Fault to Us You should contact Our customer services team on 0330 686 8000 We will make attempts to repair a Fault within our standard working hours, and if necessary, shall visit Your address to fix the Service Fault. If We are not given access to Your address at the agreed date and time, and/or You are not available at the address, and/or We find that the Service Fault is as a result of, or caused directly or indirectly by any act, omission or default by You, including tampering with the Equipment, not following Our or the Equipment instructions, or a lack of power supply, then We may apply a Charge.
- 7.3 We reserve the right to perform any routine or emergency, routine or scheduled planned maintenance that may limit or suspend the availability of the Service. We shall provide reasonable prior notice of any scheduled planned maintenance however You acknowledge that We may not be able to provide prior notice in the event of emergency maintenance. Any suspension in the availability of the Service shall not be deemed to be a violation by Us of any of its obligations under this Agreement.

8. USING THE SERVICE

- 8.1 It is Your responsibility to ensure that any Equipment is only used to access the Service as allowed in this Agreement. Only Equipment that We provide to You, or expressly agree that You hold and may provide, may be used with the Service.
- 8.2 You will be able to upload and send Your own content using the Service. You grant Us and any Third Party Network Provider a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content You upload using the Service in so far as it is necessary for Us to provide You with the Service and/or to comply with our legal and regulatory obligations.
- 8.3 We accept no responsibility for any content, or use of content, that You may access when using the Service.
- 8.4 You must keep all PINs and passwords secure and confidential. You are also responsible for the security of Your Equipment and must ensure that You keep it secure (please refer to Your user guide for details).
- 8.5 You should immediately change Your PIN or password if You become aware that someone is accessing the Service on Your Account without Your permission.

9. YOUR OBLIGATIONS

- 9.1 You may only use the Service: (a) for Your own personal use if You are a consumer; or (b) in the course of running Your business if You are a business customer. This means You must not resell or commercially exploit any of the Service or content that You access whilst using the Service.
- 9.2 You agree to follow any reasonable instructions that We may give You, and to allow Us access to Your premises if We need it.
- 9.3 You agree to the Minimum Term and to maintain enough funds in Your account to pay the monthly Charges in accordance with clause 11, and for the duration, of the Agreement.
- 9.4 You must not use the Service or Equipment or allow anyone else to use the Service or Equipment for illegal, improper or unacceptable uses. For example:
 - (a) for fraudulent, criminal or other illegal activity, sending any indecent, offensive, obscene or otherwise unlawful content or other material; acting in any way that could be unlawful or encourage others to act unlawfully and not revealing any confidential or sensitive information.
 - (b) not act in any way which breaches Our or any other person's rights, including copyright or other intellectual property rights or defame Us or any third party or to copy, store, modify, publish or distribute Service or content, except where We give You permission;
 - (c) act in any way which breaches any security or other safeguards or, in any other way which harms or interferes with the Network, the Service or other users' access to or use of the Service;
 - (d) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or label of the origin or source of software or other content contained in a file that You upload; and /or
 - (e) act in a manner that We believe is jeopardising the operation of Our Network or the use thereof by Us or any third party.
- 9.5 You must always co-operate with Us and follow Our reasonable instructions to ensure the proper use and security of the Service and Your Account. You must: (a) not modify, move relocate, or in anyway interfere with the Equipment in anyway whatsoever unless specifically authorised to do so, in writing, by Us; (b) not cause the Equipment to be repaired or serviced except with our express permission(c)not remove, tamper with or obliterate any words or labels on the Equipment; (d) not to create or allow any liens or other encumbrances to be created over or in respect of the Equipment; (e) allow Us to inspect or test the Equipment and monitor the Service at all reasonable times; (f) only use the Equipment authorised by Us for connection to Our Network and comply with all relevant legislation relating to its use. (g) conduct Your operations and use the Services in accordance with the Relish Fair Use Policy and Acceptable Use policy and in a manner that does not interrupt, impair or interfere with the operations of the Network, negatively impact others, or any use thereof by another; (h) comply with all relevant laws, rules and regulations and operating procedures; (i) act in a manner which is likely to result in our, or our third parties having any liability to a third party and (j) You must not bring the name of Relish, or our Group Companies, into disrepute or in any way intentionally cause damage or disruption to Relish, our Group Companies or the Service.
- 9.6 You must inform Our customer services team on 0330 686 8000 of any changes to Your personal details such as banking and contact information, including Your address, phone number and email.

10. RESPONSIBLE USE OF AGE RESTRICTED SERVICES

- 10.1 You must not pretend to be anyone other than Yourself. If You are under 18, You are not allowed to access Our Age Restricted Services (if any). If You are 18 or over and You access the Age Restricted Services, You must not show or send content from the Age Restricted Services to anyone under the Age of 18. You must also ensure that You have deactivated any access to Age Restricted Services if You allow anyone under 18 to use Your Equipment, this can be done via Our parental control feature in Your Account or by calling Our customer service team on 0330 686 8000.

11. PAYMENT

- 11.1 You agree to the Minimum Term and to pay all Charges for the Service, including Connection Charges, and the monthly recurring Charges and any other reasonable Charges which We may advise to You relating to the Service.
- 11.2 We may set a Data spend limit on Your Account subject to a credit reference check, or for any other reason as notified by Relish in our sole discretion. We may increase or remove this after carrying out the credit reference check.
- 11.3 We will normally bill You monthly in advance for the Connection Charges, and Subscription Charges and monthly in arrears for all other Charges. You agree to pay the Charges by the date specified on the Invoice and the method of payment will be as set out on Your Invoice.
- 11.4 We will provide bills online. In line with this Agreement, We will provide Your first bill for Service shortly after We have provided the Service to You for the first time. After that, We will provide bills at regular intervals. However, We may sometimes provide You a bill at a different time, for example if the amount of money You owe Us is considerably higher than expected.
- 11.5 VAT is charged at the current rates.
- 11.6 You agree to pay the Charges by direct debit or debit or credit card and payments will normally be taken automatically each month or, if different, We shall provide reasonable notice before taking direct debit payment. Any other payment method may be subject to an additional administration fee, not exceeding Our reasonable cost for the use of that means. If You think that the Charges on Your bill are incorrect and wish to dispute those Charges, You must tell Us straight away. You must pay any Charges that are not disputed. If You have paid the undisputed Charges then We will not suspend or end a Service while We investigate any dispute.
- 11.7 If You do not pay Your bill, We will send You a reminder or call You. If We do not receive payment within seven calendar days of the date of that reminder, We may suspend or terminate the Service, and/or add a late payment charge, to cover Our reasonable costs, to Your next bill by way of compensation to Us for breaking the terms of this Agreement. We may also charge You to cover the cost to Us for any direct debit or cheque payments which are returned to Us because You do not have enough funds in Your account. The charges relating to late payment set out in this paragraph are not subject to VAT.
- 11.8 We will generally not suspend or end the Service or the Agreement for non-payment of Your bill until 21 days after Your payment was due. If however You have failed to pay on time a recent bill or have failed to pay a bill on many occasions We may end the Service earlier than 21 days.
- 11.9 If You do not pay Your bill, We will contact You and We may charge You interest on the late or unpaid amounts. We may charge interest daily at the rate of 2% above the base rate of Barclays each year. We may ask a debt-collection agency to collect the payment on Our behalf. If We do, You will have to pay Us an extra amount by way of compensation to Us for breaking the terms of this Agreement. This will not be more than the reasonable costs We have to pay the agency, who will add the amount to Your debt on Our behalf (this will depend on the amount You owe Us). Any extra amount added to Your bill will not be subject to VAT. This paragraph applies even if Your Agreement with Us has ended.
- 11.10 By agreeing to take Service from Us You also agree to allow Us to conduct a credit reference check. If We choose to do so We will share Your personal data under contract and in accordance with the Data Protection Act 1998 with recognised and reputable credit reference agencies such as, for example, Experian and/or Equifax. We may also report Your payment history and any defaults to the relevant credit reference agency.

12. CHANGES TO TERMS AND TARIFF

- 12.1 We may change any of the terms of Your Agreement and when We do: We will let You know at least 30 days in advance if We decide to (i) stop the Service; (ii) make any changes to Your Agreement which are likely to be unfavourable to You; or (iii) increase the Tariff for the Service in any twelve-month period.
- 12.2 If You don't agree with any of the changes that We tell You about You may terminate the Agreement without additional penalty by giving notice to Us as set out in clause 24 and prior to the notified changes taking effect. If We make changes, and You carry on using the Service after the changes are made then You accept those changes at the same time.

13. EQUIPMENT

- 13.1 We will either provide You with all or part of the Equipment needed to use the Service (excluding devices), this includes all cables You need for the Equipment to work with Your device(s); or We shall expressly agree to You reusing all or part of Equipment already at Your premises, and, in either case, the Equipment Warranty.
- 13.2 You agree to look after the Equipment. If You do not and the Equipment is damaged other than through fair wear and tear, You will have to pay for it to be repaired or replaced. If the Equipment includes batteries You are responsible for recharging or replacing them as required.
- 13.3 You may connect any of Your devices to the Equipment in order to use the Service.

- 13.4 You will need to follow the instructions included, or provided to You at the time of installation, with the Equipment, including maintaining a power supply at all times to the Equipment and having sufficient additional mains power sockets for the Equipment. If You don't follow these instructions when connecting or using the Service, We will not be liable for any loss of Service, or damage caused to You and You accept liability for any and all damage, infringement or otherwise caused by You as a result of Your failure to follow the instructions.
- 13.5 If You intend to cease any existing telephone line, then You will need to check that this will not impact any other system, such as a security or burglar alarm, at Your address.
- 13.6 It is Our legal duty to provide Equipment that is in conformity with the contract. If the Equipment that We supply does not conform, please contact Us immediately.

14. EQUIPMENT WARRANTY

- 14.1 We warrant that, for the period set out below, the Equipment that We provide to You will be free from defects in materials and workmanship and We will, at Our sole discretion, either repair or replace any defective Equipment subject to the terms and conditions of this warranty and any replacement can also be previously used Equipment.
- 14.2 The warranty period is 12 months and will commence either from the date that You receive the Equipment that We issue to You under the new order, or, where We agree to You using the existing Equipment, the date that We, in our sole and absolute discretion, have on record or confirm that We originally sent the equipment unit to You, or a third party.
- 14.3 This warranty does not cover damage resulting from (a) Normal wear and tear of the Equipment; (b) Defects and damages due to the Equipment being used other than in the normal and customary manner or in a way that is contrary to the instructions provided by Us; (c) Any unauthorised disassembly, repair, alteration or modifications being carried out; (d) Defects or damage due to negligence or accident however caused; (e) Defects or damage arising from improper testing, operation, maintenance, installation, or any alteration or modification; (f) Defects or damage due to spillage of food or liquids, corrosion, rust or the use of wrong voltage; (g) Scratches or damage to plastic surfaces and all other externally exposed parts that are due to normal customer use; (h) Defects caused by the fact that the Equipment was used with or connected to a product or accessory not manufactured or supplied by Us; or (i) Viruses resulting from unauthorised access to the Service, other accounts, computer systems or networks.
- 14.4 Any Equipment requiring service/repair under this warranty must be delivered at the end user's cost.
- 14.5 This warranty will be null and void should any of the following events occur: (a) The defacing or the removal of the serial number or any warranty seal on the Refurbished Equipment; (b) The alteration or modification in any way of any term contained in this warranty without Our prior written consent.
- 14.6 All repaired or replaced Refurbished Equipment will be warranted for the balance of the original warranty period from the date of repair or replacement.
- 14.7 This limited warranty is valid and enforceable only in the United Kingdom.
- 14.8 If the Equipment is returned to Us (i) after the expiration of the warranty period, and/or (ii) the Equipment is repaired or replaced within the warranty period, but the Service is subsequently terminated within one (1) month of such repair/replacement, and/or (iii) the Minimum Term is less than twelve (12) months, then Our normal policies shall apply and You will be charged for the replacement and/the or repair of Equipment.
- 14.9 We do not assume any other obligation or liability beyond that which is expressly provided for in this limited warranty and the Agreement.
- 14.10 All warranty information, Equipment features and specifications are subject to change without notice.
- 14.11 This limited warranty is Your sole and exclusive remedy against Us and Our sole and exclusive liability in respect of defects in the Equipment. To the extent permitted by law, this warranty is in lieu of any and all warranties express or implied including any implied warranty of merchantability or fitness for a particular purpose. We assume no liability for the breach of the warranty beyond correcting the breach in the manner described above. In no event shall We be liable for loss of profits, revenue, data, use, commercial loss, or consequential loss or damages.
- 14.12 In the event that You wish to make a claim under this warranty, You are requested to retain a copy of Your Order Confirmation for presentation to Us.

15. RETURNING EQUIPMENT

- 15.1 You must return any item of IDU equipment that: (a) You are returning because You have notified Us that You wish to cancel the Service during the Cancellation Period detailed in clause 24; or (b) You report to Us as faulty; or (c) We tell You is faulty or requires replacement for technical reasons.
- 15.2 We may replace such Equipment before You return it to Us, but You must still return the item(s). We will provide a returns bag so that the item can be returned at no cost to You. We may test any Equipment reported as faulty

by You. If it is found to be working, We may choose to either return or replace it (if We have not already replaced the item) and charge You Our costs for testing and postage of the Equipment.

16. LOST OR STOLEN EQUIPMENT

16.1 You will be liable for any Data use which occurs after any of the Equipment is lost or stolen unless You have told Us, in which case We will terminate all Services and suspend Your Account until such time as You are able to access the Service, at such time We will reactivate Your Account.

17. NO RIGHT OF RESALE OR TRANSFER

17.1 You are not allowed to resell or transfer the Equipment or the Service supplied to You unless You have Our specific written consent.

17.2 You may not transfer any credit or Account Information to anyone else.

17.3 If You sell or attempt to sell any of the Equipment or Service provided to You by Us or if You attempt to transfer Account information to anyone else without Our consent, We will immediately cancel Your Account and You will not receive any refund.

18. SUSPENSION OR DISCONNECTION OF SERVICE

18.1 We may suspend or disconnect any or all of the Services at any time at Our sole discretion without notice if: (a) We reasonably believe You have provided Us with false or misleading details about Yourself; (b) We tell You that Your use of Service is causing problems for other users, and You carry on using the Service in the same way; (c) We believe Your Equipment has been lost or stolen; (d) We reasonably believe that You have used the Service or the Equipment for illegal or improper purposes or You are otherwise not complying with Your obligations in clause 9 above; (e) We receive a serious complaint about You which We believe to be genuine (for example if You are using any Service in any of the ways prohibited in clause 9); (f) Because of Your improper conduct, or in the event of Your bankruptcy, insolvency, or death; (g) We are required to suspend Your Service by the emergency services or other government authority; (h) We no longer have access to operator network(s) that We need to provide Service to You, or, because We or a third party that We rely on to provide Service, cease business; or (i) You have not paid, or We reasonably determine that You may not pay the Charges due in accordance with this Agreement.

18.2 We will try to tell You when We suspend or restrict Your Service, but We do not have to.

18.3 When We suspend or restrict Your use under clause 18.1 this Agreement will continue and You still have to pay all Charges due during any period when We suspend or restrict the Service.

18.4 We may agree to re-connect You if You ask Us to do so and there may be a re-connection charge for this.

19. DISRUPTION OF SERVICE

19.1 Any estimates of Speed that may be provided by Relish are estimates only and as such, can not be relied upon as a guarantee of Service. There may be times when the Service is not continuously available or the quality is affected and so We cannot guarantee a fault free Service. For instance: (a) when We or Our Third Party Network Provider need to perform upgrading maintenance or other work on the Network or a Service; (b) the distance between Your premises and the base station; line of sight; Your own local environment (use of Wi-Fi in the house, PC issues etc.), other services such as VOIP being used, power supply failure; or ODU connection rate;(c) underlying network performance and traffic congestion; (d) technical capability of any devices, including any drivers, and operating systems; and/or (e) because of other factors outside of Our control, such as regulatory requirements, lack of capacity, excessive network usage, interruptions to Service from other suppliers, faults in other communications networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

19.2 If Our Third Party Network Provider is experiencing high capacity usage, Your usage, Your access to and/or speed of Service may be affected.

20. INTELLECTUAL PROPERTY

20.1 All rights, including copyright in the Service and their content, belong to Us, Our Third Party Network Provider, other third party suppliers or Our licensed source, like a content provider. We and they reserve all Our and their rights.

20.2 The Relish trade mark and other related images, logos and names on the Services are proprietary marks of UK Broadband Limited or one of Our Group Companies or licenced to Us by a third party. We and they reserve all Our and their rights.

21. LIABILITY

21.1 Except if our negligence causes death or personal injury We will not be legally responsible to You when installing, using, or removing the Relish service or otherwise for any reason whatsoever, and You accept such

liability. Nothing in these terms limits or affects our responsibility to You if our negligence causes death or personal injury.

- 21.2 We reserve all our and our third party rights, including copyright and trade marks.
- 21.3 We are not responsible to You whatsoever for any damages, losses, costs or expenses that You suffer because of Us, or Our subcontractors, including but not limited to damage to any part of Your address whether during installation or at any other time, including equipment removal whether by Us or our subcontractors, or when the Service is unavailable, does not operate as expected or causes loss or damage to any data and/or property. You are responsible to Us for all damage, losses, costs or expenses suffered by Us and arising out of any breach by You of these terms (for example, if You use Relish service to commit a criminal offence). Further, We will not be liable to You for: (a) loss of income or profit; (b) loss of use of the Service; (c) lost business or missed opportunities; or (d) any loss or damage that is not directly caused by Us or which We did not reasonably expect at the time You entered into this Agreement.
- 21.4 We will not be legally responsible to You if We cannot provide the Service because of something outside Our reasonable control; (a) unless Our negligence has caused death or personal injury Our liability to You will not be more than £3000 for each claim or a series of related claims; (b) if You are a consumer, the terms of this Agreement will not affect any rights which You may have under any law and which We cannot exclude by agreeing it with You.

22. PRIVACY AND YOUR INFORMATION

- 22.1 If We collect any personal information about You then it will be used in the manner set out in our Privacy Policy <https://www1.relish.net/legalstuff-privacy-policy>. We may pass and share Your personal information to Our Group Companies, Third Party Network Provider, other communications service providers and network operators or credit reference agencies amongst others, so that We can provide You with the Service, for the detection and prevention of theft or fraud and to carry out any activities or disclosures to comply with any regulatory, government or legal requirement.
- 22.2 We may transfer Your information to a country outside the European Economic Area ("EEA"). If We do this, We will ensure that Your personal information is protected to the same standards that apply in the UK and the EEA.
- 22.3 Unless You have told Us otherwise, You and anyone whom You have bought the Equipment for agree that We, Our Group Companies and Our carefully selected business partners can use information about You including information about Your use of Our Network and Service and related products. We and such parties may also use the location of the Equipment that You are using with the Network to tell You about Our products and Additional Services and third party offers that may be of interest to You and for research and analytical purposes. You can ask Us to stop sending You direct marketing at any time by contacting Our customer services team on 0330 686 8000 or by going to Your Account.

23. THIRD PARTY RIGHTS

- 23.1 This Agreement is entered into by Us for the benefit of Us and Our Third Party Network Provider.
- 23.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is intended that Our Third Party Network Provider will have the same rights against You as would be available if they were a party to this Agreement.

24. ENDING THIS AGREEMENT AND YOUR RIGHT TO CANCEL

- 24.1 If You call Us within the Cancellation Period, being 14 days from the date that Our Equipment is installed by our engineer, You may cancel Your Agreement with Us without giving any reason and We shall give You Your money back in accordance with clause 24.4.
- 24.2 To exercise a right to cancel, You must inform Us (UK Broadband Limited trading as Relish, 236 Gray's Inn Road, London WC1X 8HB; 0330 686 8000) of Your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form that is available from Us, but You are not obliged to. If You are cancelling the Agreement under clause 24.1 above, to meet the cancellation deadline, it is sufficient for You to have called Us and sent Your communication concerning Your exercise of the right to cancel within the applicable 14 day period even if We receive it after the 14 days has expired.
- 24.3 On receipt of any cancellation request We shall discuss with you the options for de-installation of the Equipment, any Charges, and the removal of ODU equipment by our engineer, if applicable. The ODU should only be removed by Our nominated engineer, and we shall have no responsibility or liability whatsoever, for (i) any damage caused during de-installation (except directly relating to our negligence); or (ii) if You or a third party removes, or attempts to remove, Our Equipment. In any case, You will need to send the IDU equipment back to Us (undamaged and in its original packaging including any supplied SIM Card, leads or accessories), following Our instructions within 14 days of cancellation. We may provide a pre-paid returns bag so that the IDU equipment can be returned at no cost to You. If You do not return the IDU equipment within 14 days or if the IDU equipment is damaged then We may charge You.

- 24.4 If You cancel this Agreement under clause 24.1 above, We will reimburse You all payments that We have received from You less a reasonable Charge for any excessive use of the Service plus any Charge for the Additional Services that You selected and received. Any such deductions will not affect Your consumer rights. We will reimburse You not later than:
- (a) 30 days after the day We receive back Your Equipment, including any agreed de-installation by Our engineer; or
 - (b) (if earlier) 30 days after the day You provide evidence that You have returned the Equipment, or
 - (c) If We have not already sent or installed the Equipment, 30 days after the day on which We are informed about Your decision to cancel this Agreement.
- 24.5 We will repay You using the same means of payment that You used for the initial transaction, unless You have expressly agreed otherwise; in any event You will not incur any charges as a result of the repayment.
- 24.6 Unless You tell Us that You wish to cancel the Service following activation of Your Account and within 14 days of the date that the Service is first active, You are committed to the Minimum Term.
- 24.7 Subject to clause 24.8 below, once We have provided the Service, You may tell Us to stop providing it at any time by giving Us 30 days' notice by calling Our customer service team on 0330 686 8000 or by email to any email address We may have given You or by letter to the address on Your last bill. We will write to You to confirm the date that Your Service will end.
- 24.8 Subject always to the terms of the Insolvency Act 1986 (as amended from time to time) and in particular sections 233A and 372A, if within any relevant Minimum Term, You choose to end the Service or You cancel Your direct debit or other payment method without contacting Us to arrange payment by alternative means, We may end Your Agreement for the Service. If Your Agreement is terminated within the agreed Minimum Term You will have to pay the Charges due until the end of the Minimum Term by way of compensation to Us for ending Your Service early.
- 24.9 Subject always to the terms of the Insolvency Act 1986 (as amended from time to time) and in particular sections 233A and 372A, if You or We end the Agreement for the Service, We will pay back to You any money We owe You relating to that Agreement. We will first take off any money You owe Us under that Agreement or any other Agreement between Us. Where We provide You with a range of communications Services and You owe Us money for one Service We reserve the right to Charge You for that Service via the bills We send You for Your other Services, unless there is a genuine dispute between Us regarding one of Your Services.

25. GENERAL

- 25.1 We hope You'll be very happy with Your Relish Service, but if You do have a complaint You can write to Us at: Customer Care, Relish, 236 Gray's Inn Road, London WC1X 8HB. If You are a consumer or a business with fewer than ten employees and have a complaint that We have been unable to resolve within eight weeks, You have the right to ask the ombudsman (OS:C) (an alternative dispute resolution scheme) to investigate Your complaint at no cost. For details of Our complaints process and how to contact (OS:C) please go to [relish.net/complaints](https://www.ombudsman-services.org/communications.html) or You can call (OS:C) directly on 0333 300 1620 or 0330 440 1614 or via their website <https://www.ombudsman-services.org/communications.html>
- 25.2 This Agreement is governed by English law and subject to clause 25.1 above We both agree to only bring legal actions about this Agreement in a UK court.
- 25.3 If You, or We or Our Third Party Network Provider, delay, or do not take any action to enforce Our respective rights under this Agreement, this does not stop You, or Us or them, from taking action later.
- 25.4 If any of the terms in this Agreement are not legally valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.
- 25.5 We may assign or transfer Our rights and obligations under this agreement, provided that Your rights are not affected.

Right, for now, that is it... the legal bit is done. Thanks for reading and if You have any questions then please let Us know. We look forward to supplying You with Our Service.