

Terms and Conditions for Home Broadband and Home Phone Services

O2 has sold its home broadband and home phone business to Sky. Telefónica UK Limited's rights under the following customer contracts and policies have been assigned to Sky Home Communications Limited and Sky Home Communications Limited has agreed to perform all obligations under these contracts and policies.

If you've entered into a new contract on or after 30 April 2013, instead of Telefónica UK Limited, you will be contracting with Sky Home Communications Ltd (Company no. 5262862) of Grant Way, Isleworth, Middlesex TW7 5QD. VAT Registered Number 440 6274 67

Summary

THIS IS A QUICK SUMMARY OF SOME OF THE MOST IMPORTANT TERMS AND CONDITIONS OF YOUR HOME BROADBAND AND HOME PHONE AGREEMENT, IT'S NOT PART OF THE AGREEMENT ITSELF.

You can see the full terms of your Agreement at o2.co.uk/terms or by asking customer service to send you a copy. It's important that you read the full terms before you sign up.

- The "Cooling Off" Period** - If you change your mind about the service before your Services Connection Date you can cancel this Agreement without charge up to 12am on the working day before your Service Connection Date. If you change your mind about the service before the end of the 14th day after your Service Connection Date you can cancel this Agreement, but you'll have to pay for any calls or putting in/converting a line that you've incurred though. For full details, ask in store or visit o2.co.uk (our "Website"). Details are in [paragraphs 7 and 8](#) of the Agreement.
- Your Minimum Period** - Your Agreement has a minimum contract term called a minimum period. After that minimum period, you can end the Agreement by giving us 7 days notice. If you want to end the Agreement during the minimum period then you'll have to pay a termination fee. Details of how we calculate the fee are on our Website. Details about the minimum period are in [paragraph 8](#) of the Agreement.
- The Services we supply and what you can expect of us** - Our services aren't available everywhere in the UK. They're not fault free and can be affected by things like the distance you live from your local exchange. Details are in [paragraph 16](#) of the Agreement.
- Charges/Price increases** - You must pay the charges for the services you subscribe to and use every month by the date on your bill. We charge interest if you're late in paying. You have to pay by Direct Debit. We may ask you to pay a deposit before we'll let you use the services. We may increase or decrease our prices from time to time. We won't put your monthly subscription charges up more than once in any 12 months. Some increases would give you the right to end your Agreement without penalty. Details are in [paragraph 6](#) of the Agreement.
- What we expect of you** - We may end the Agreement if: you don't pay any charges that are due; we reasonably believe the service is being used fraudulently, illegally or to cause annoyance (among other things); or if you're bankrupt. Details are in [paragraph 8](#) of the Agreement.

6. **How we use your information**  - We may use and analyse your personal details to help us run your account. We might use your details and how you use the service, and/or share them with carefully selected third parties, for marketing purposes to tell you about other products and services. If you don't want to get these marketing communications, you can write to us or you can tell us when you sign up. Details are in paragraph 11 of the Agreement.

1 About your agreement with us

Your agreement with us (the "**Agreement**") consists of:

- This set of terms and conditions (the "**Terms**");
- our Acceptable Use Policy (the "**Acceptable Use Policy**");
- any charges for the Services (the "**Charges**");
- the latest list of prices for the Home Phone and Home Broadband services (the "**Price List**");
- our latest policy that sets out how we collect and use your personal information (our "**Privacy Policy**"); and
- and any other terms for Additional Services, which might be updated from time to time. We put these on our website at o2.co.uk (the "**Website**").

These documents set out the basis on which we will provide the Services to you.

We've used some definitions throughout these Terms to try and make them easier to read and understand. Where we've used these words, they have the following meanings:

"**Additional Services**" means any optional extra services you may choose to take from us, like (but not only) Home Phone call Bolt Ons, other Bolt Ons, international calls, directory enquiry services and premium rate services;

"**Business**" means a small business with no more than five employees;

"**Charges**" means all charges associated with the Services;

"**Contract Date**" means the day we dispatch any Equipment to you or accept your order for the Services. This is the date on which your contract for the Services begins;

"**Equipment**" means the Home Broadband pack, including an O2 wireless box, cables and filter(s) and the set-up CD;

"**End-User Licensed Software**" means any software, the licence terms for which are governed by a separate agreement with the third party licensor of such software typically by means of a 'click-wrap' or 'shrink-wrap' licence agreement;

"**Home Broadband**" means O2 Home Broadband;

"**Home Phone**" means O2 Home Phone;

"**Minimum Term**" means either a 30 day rolling contract, or a 12 month minimum term contract as appropriate for the package you choose. The minimum term starts from the Services Connection Date. A new minimum term might start if you make changes to your Home Broadband package, we'll let you know before you make any such changes.

"**Monthly Subscription Charges**" means the fixed amount you pay on a monthly basis for the Services. It doesn't include any Charges for things outside any inclusive allowances that come with your Service or for any Additional Services;

"**O2 Mobile Customer**" means a current Pay Monthly or Business Pay Monthly O2 mobile customer and/or a Pay & Go customer who has topped-up by a total of at least £10 in the three months before ordering the Services;

“**Service**” or “**Services**” means the Home Broadband internet connection, the Home Phone connection allowing you to rent a telephone line from us and make/receive calls on it. It also covers things like equipment lease, IP address services, maintenance and support, and other services agreed in your order or that we may provide you at a later point;

“**Services Connection Date**” is the date we confirm that your Home Broadband Services are connected at your local BT exchange. This is the date that your Minimum Term begins and when the Charges will start from. This is always the date on which we can provide your Home Broadband service. If you take Home Phone too, and this Service is connected before your Services Connection Date, then you’ll be billed for any Charges that are applicable (except your recurring monthly line rental charge). For example, you’ll be billed for any chargeable calls you make or Home Phone Bolt Ons you take. But, you won’t be charged a daily rate for the line rental up to your Services Connection Date;

“**We**”, “**us**”, “**our**” or “**O2**” means Telefónica UK Limited (Company no. 07143099) of 260 Bath Road, Slough, Berkshire, SL1 4DX;

“**Website**” means our website at o2.co.uk;

“**Working Day**” means any day apart from a Saturday, Sunday or a Public Holiday in the United Kingdom; and

“**You**” means the customer we make this Agreement with and includes any person that we reasonably believe is acting with your authority.

2 When do these Terms apply?

- 2.1 You agree to be bound by the terms by ticking the box next to ‘I agree to O2’s Home Broadband and Home Phone terms and conditions’ on the Website; signing an order (when it isn’t possible for you to place or confirm an order online); or by accepting our terms over the phone; or by your use of the Services or by allowing others to use the Services. You must make sure that anyone else using the Services via your account also complies with the Terms. You’ll also be responsible for any action that we or third parties may need to take as a result of activity using your account.
- 2.2 Different parts of the Terms will apply to you depending on which of the Services you order from us. This Part 1 applies to all Home Phone and/or Home Broadband customers. [Part 2](#) applies to you if you choose to take Home Broadband. [Part 3](#) applies to you if you choose to take Home Phone too. [Part 4](#) applies if you ask us to put in a new phone line for you, so you can get the Services.
- 2.3 Our mobile phone and other services, promotions and offers are subject to separate terms and conditions and these can be viewed at the Website. Please check the Website regularly as these terms are updated from time to time.

3 How to order our Services

- 3.1 To order our Services you must:
 - a) be over 18;
 - b) be a resident of the UK;
 - c) pay the Charges by Direct Debit. For this you must be the account holder of a UK bank account (with a UK account address) with sufficient funds and the necessary authority to pay the Charges using Direct Debit;

d) give us the following information:

- a valid UK mobile phone number;
- a current email address;
- If you're ordering Home Broadband only, you'll need to have a clear and operational BT landline number. Companies like the Post Office, Sky, Orange and Talk Talk use these lines for some of their services. If you're ordering Home Phone then you'll need an existing (non-cable) phone line or we might be able to put in a new line for you (see [Part 4](#)). We cannot accept orders from certain parts of Hull.
- the Migration Authorisation Code ('MAC') key if another internet service provider is already providing you with a broadband service and you are switching to us;
- a delivery address for any Equipment;
- the address where the Services are to be connected (as well as your previous addresses if you've been there less than 3 years and you're ordering Home Phone);
- your Direct Debit details to pay the Charges, your account name and a UK billing address; and
- your credit or debit card details as we may complete a security check.

3.2 Your billing address must be the same as the address where your Service is connected.

3.3 The Services account holder must also be the Direct Debit account holder. You therefore warrant that you are a resident at the Service address and the owner of the account used for the Direct Debit. If you are not the landline account holder, you also warrant that you have the permission of the landline account holder to contract for the Services. You are responsible for any use of the Services via your account and the payment of all Charges. In the case of Business customers taking any package made available to Businesses, you warrant that your business is operated from the installation address. You also warrant that you are the landline account holder, or have the permission of the landline account holder to contract for the Services. You are responsible for any use of the Services via your account and the payment of all Charges.

3.4 You agree that we, or third parties acting on our behalf, may carry out credit checks using the information that you provide.

3.5. By placing your order, you are making an offer to enter into a contract with us for the purchase of the relevant Service from us under this Agreement. We will contact you if we accept your offer. We may exercise our discretion, acting reasonably, to refuse to provide any part of the Services to you.

3.6 You need to sign up for an O2 online account on the Website with a user name and password when you place your order. If you're already an O2 customer you may not be able to use your existing O2 online account. We'll let you know when you're signing up for the Services if this is the case.

3.7 We or our agents may record or monitor some in and outbound telephone calls, emails and any other communications between you and us (or our agents) for training and quality control and our lawful business purposes in line with our Privacy Policy.

4 What you can expect from us

- 4.1 We'll provide you with the quality of service generally provided by a competent telecommunications service provider exercising reasonable care and skill. We'll do what we can to make the service available at all times and fault-free, but we can't promise that it always will be.
- 4.2 We may need to make changes to our network or the technical specification of a Service or we may need to suspend provision of the Services for operational or technical reasons. We'll try to let you know in advance of such changes or suspension if it materially affects your Services.
- 4.3 If you experience a total loss of Service directly caused by us (except where you have requested that the Services are moved to a new premises) for more than five (5) consecutive days, we'll compensate you for each day's disruption (including the first five (5) days) by a credit towards your relevant Charges for those days. To get this credit, you will need to notify us as soon as the Service failure occurs and request the appropriate credit by contacting Customer Service when your Services are restored. The credit will be shown on your next, or subsequent, bill depending on where within the billing cycle the credit is requested.
- 4.4 We can't guarantee the exact Services Connection Date, but we will try to make it as early as possible.

5 What we expect of you

You agree that you and other people using the Services via your account will use the Services in line with the Terms, including that you will:

- a) pay us the Charges for the Services on time and in the way that we have agreed with you;
- b) promise that the information you've given us about you is correct and to let us know if any of that information changes. Either through your online account or through Customer Service. Your location information may be given to Emergency Services in the event of an emergency, so please keep it up to date;
- c) make sure that your computers and any other hardware or software you use to access or interact with the Services ("Your Equipment") complies with all applicable laws and standards. You must make sure that you have any necessary licences before you use it to connect to our network and make sure that Your Equipment is compatible with our Equipment;
- d) not use the Services for unlawful or illegal purposes;
- e) comply with the terms of the Acceptable Use Policy and make sure that any others using the Services through your account comply with the Acceptable Use Policy too;
- f) keep an active telephone line on which we can continue to provide the Services;
- g) keep your security information confidential and secure. Don't make it available to unauthorised people. You'll tell us immediately if you become aware of any improper disclosure of your security information or unauthorised use of the Services through your account;

- h) indemnify us against all losses, liabilities, costs (including legal costs) and expenses which we may incur as a result of any third-party claims against us arising from, or in connection with, your misuse of the Services or breach of this Agreement;
- i) take whatever steps you consider necessary to back-up and protect any data on your IT systems. Including taking additional measures over and above any measures included within the Equipment to protect your IT systems from viruses, trojans, malware and other threats to your property;
- j) provide sufficient socket-outlets in a safe condition without damage, at convenient and easily-accessible points for the Services to work properly. If you have to use extension leads, they will have a correctly-rated fuse for the Equipment to be used; have capacity to prevent overloading; and any leads should be positioned carefully to prevent any risk of damage to the cable or present a tripping hazard; and
- k) make sure that all Equipment is used in line with any instructions issued by us or the manufacturer including ensuring that the Equipment is used only in situations where appropriate environmental conditions exist.

6 Our payment terms and Charges

- 6.1 Detailed charging information can be found on our Website and in our [Price List](#).
- 6.2 We may increase or decrease our Charges from time to time. If we increase our Charges (apart from for Additional Services), we'll let you know at least 30 days before the Charges are due to go up and you'll have the rights explained in paragraphs 6.3 and 6.4. We won't increase your Monthly Subscription Charges more than once in any 12 month period.
- 6.3 You can end this Agreement without having to pay termination charges, if:
 - a) we increase your Monthly Subscription Charges by more than the Retail Price Index (RPI) annual inflation rate at the date we notify you of the applicable price increase; or
 - b) we increase any of our Charges (apart from for Additional Services) in such a way that would have increased your total bill for the immediately previous month by more than 10% (if the increase(s) had applied for the whole of that month).
- 6.4 If you want to end the Agreement because of one of the circumstances in paragraph 6.3 you must give us Notice that you want to. You must do this within 30 days of when we tell you about the relevant price increase(s). If you don't give us Notice within 30 days, you accept the new Charges and the Agreement will continue with the new Charges.
- 6.5 For Additional Services, we reserve the right to increase our Charges at any time and by any amount. We'll post the new Charges on our Website. If, following an increase in the price(s) for an Additional Service, you don't want to pay the new price then you can cancel that Additional Service (if relevant), or stop using it. For Additional Services with a recurring subscription we'll let you know at least 30 days before the Charges are due to go up for that Additional Service.
- 6.6 Paragraphs 6.2, 6.3 and 6.4 won't apply where the increase or change is as a result of a requirement by a government or competent regulatory body. This includes any increase in the rate of VAT, the imposition of a new tax or the extension of an existing tax that has not previously applied.

- 6.7 For any calculations under paragraph 6.3(b), if you have any goodwill or other credits which reduce your actual bill total you'll need to look at the increase in your total bill without the credits applied.
- 6.8 You're responsible for paying the Charges, VAT and any other tax liability that applies to the Services, and any costs incurred in collecting late payments from you. You're responsible for the Charges whether incurred by you or anyone else using your account (with or without your knowledge).
- 6.9 The Charges are payable from the Services Connection Date. Any recurring Charges will be collected in advance. For periods of less than a month, we'll work out a day rate. One-off Charges (like call Charges) will be collected in arrears, except for any connection Charges, Charges for putting in a new line, Charges for converting you line or 30 day rolling contract Charges. These will be added to your first bill.
- 6.10 Our Customer Service is free to call from Home Phone lines and O2 mobiles in the UK.
- 6.11 There's a Charge if you want to order the Services and you aren't an O2 Mobile Customer. Please see the [Price List](#) on our Website for the latest Charge.
- 6.12 If you chose a 30 day rolling Home Broadband or Home Broadband and Home Phone package or the Access Home Broadband package then there will be a connection Charge. This is a one-off payment which we will add to your first bill when you order the Services and is non-refundable unless you cancel your contract during the Cooling Off Period. Please see the [Price List](#) on our Website for the latest Charge.
- 6.13 You'll have to provide your Direct Debit details (bank account number, sort code, name of bank, name of account holder). You authorise your bank to disclose to us, and under strict obligations of confidentiality, to our subcontractors and agents, details about your bank account as necessary in connection with your Agreement and to inform us if your Direct Debit Authority is terminated or changed at any time. If a Direct Debit payment fails, you must immediately arrange for the Charges to be paid by other means specified by us and we may also contact you to take payment. You may also be liable to pay interest if you're late paying the Charges. If we can't contact you after a failed Direct Debit payment, we may suspend or terminate the Services and this Agreement under paragraph 8.5 without further notice.
- 6.14 Your bills will be stored in your O2 online account. We'll email you when a new bill has been issued, and the date we'll take payment from your bank account. We'll send you a text message to remind you to go online and check. You are responsible for viewing and taking copies of these bills as we can only guarantee to keep them online for 12 months.
- 6.15 If you don't pay in full by the relevant due date then we may charge you interest from the date you should have paid until we receive full payment (including the interest) at the rate of 2.5% per year above the base rate of HSBC plc as set from time to time.
- 6.16 All amounts due shall be paid in full (without deduction or withholding except as required by law) and you won't be entitled to assert any credit, set-off or counterclaim against us in order to justify not making a payment of any such amount in whole or in part.
- 6.17 The Charges are inclusive of Value Added Tax which will be charged at the prevailing rate, where applicable. If the rate of VAT changes then we may change the Charges to reflect this. We'll try to make sure the changes are exact, but we may need to round the Charges up or down.

- 6.18 The cost of calls made or received from your Home Phone line takes approximately 5 days to show on your online account. Some calls (including operator connect and international calls) can take up to 120 days to register on your online account. You'll still have to pay for these calls.
- 6.19 Where the cost of calls are recharged to us by our suppliers at an increased or reduced rate to that expected, we will recharge you for the reasonable increase/decrease in prices that we have paid to our supplier.
- 6.20 Any calls to numbers that are free won't appear on your bill. Examples are 1571, 999, 0800 and Freephone numbers.
- 6.21 Your O2 Mobile number can only be used to get one Home Broadband discount and only if you are the account holder for the Home Broadband too.

7 Cancelling your Services before they're connected

- 7.1 Within the first five (5) days of your Contract Date, we'll bill you. It will be monthly in advance. For periods of less than a month we'll work out a day rate. These Charges will be added to your first bill. If you're already a Home Broadband customer, your first Home Phone Monthly Subscription Charges will be added to your next bill.
- 7.2 We may terminate your contract after the Contract Date but before the Services are connected if we aren't able to provide the Services to your premises for any reason (other than as a result of your own act or omission). Any Charges you've paid will be refunded to you as a credit to the bank account from which they were taken.
- 7.3 In the unlikely event that we send you an email confirming a Services Connection Date, but do not actually connect your Services for more than one (1) month after this confirmed connection date (other than as a result of your own act or omission), you are entitled to terminate your contract with us by sending a cancellation notice in writing (address below) or by calling us. Any Charges you have paid (except the Charge for putting in a new line or converting your line (see [Part 4](#))) will be refunded to the bank account from which they were taken.
- 7.4 If you want to cancel your order with us before your Services go live, you can do this by successfully notifying us at any point before 12am on the Working Day before your Services Connection Date with no charge.
- 7.5 Even though we take your order, it may subsequently be cancelled if you fail our credit check. If your order's referred for more checks and you don't provide us with enough additional information or we can't reach you, we'll cancel the order. We'll let you know by email and text.

8 Cancelling your Services after they're connected

- 8.1 Your contract starts on the Contract Date, and the Services start on the Services Connection Date. We'll send your Services Connection Date to your nominated email address and mobile.
- 8.2 After the Minimum Term you'll continue to receive the Services until either you or we end your contract in line with these Terms.
- 8.3 **You may terminate your contract** within the first fourteen (14) days after the Services Connection Date (the "**Cooling Off Period**") by giving us written notice, to be received by us no later than the 14th day after the Services Connection Date. You'll receive a refund of all subscription and connection Charges incurred by you during the Cooling Off Period. You won't receive a refund of Charges for putting in a new line or converting a

line, or any Charges for calls made or received on your Home Phone line. If you terminate your contract during the Cooling Off Period, you may not be able to request the Services at the same installation address for six (6) months after the end of the Cooling Off Period.

8.4 After the Cooling Off Period, **you may terminate your contract:**

- a) for our 12 month packages, by sending us seven (7) days' notice by email, fax, in writing or by calling us. You can also give us notice by ordering service with a new supplier, but please make sure that we get the right amount of notice, as set out above. The details can be found on the Contact Us page of the Website. The postal address is: Customer Service, PO Box 202, Houghton Regis, LU6 9AG. You must pay all Charges incurred up to and during the seven (7) days (as applicable); or
- b) for our 12 month packages, by paying for the seven (7) day notice period and all Charges that would have been incurred up to and during the usual seven (7) day notice period. Services will usually be terminated within four (4) days of receiving your request to end the Service. It can be provided in one of the ways set out above; however
- c) for our 12 month packages, if you have Home Broadband and Home Phone services with us and you end your contract for Home Phone within the Minimum Term, you must pay us a leaving Charge. Details of this Charge can be found in our Price List. Your existing Minimum Term will continue for your Home Broadband service.
- d) for our 30 day packages, by sending us thirty (30) days' notice by email, fax, in writing or by calling us. You can also give us notice by ordering service with a new supplier, but please make sure that we get the right amount of notice, as set out above. The details can be found on the Contact Us page of the Website. The postal address is: Customer Service, PO Box 202, Houghton Regis, LU6 9AG. You must pay all Charges incurred up to and during the thirty (30) days; or
- e) for our 30 day packages, by paying a leaving Charge for not giving us enough notice, and any Charges that have been incurred up to the point your Services terminate. They'll usually be terminated within four (4) days after we've received your request to end the Service. It can be provided in one of the ways set out above. Details of the leaving Charge can be found in our Price List.

If you end your contract within the Minimum Term, you must pay us termination charges, to compensate for us ending your Service early. You can find details of these charges at o2.co.uk/broadband/earlytermination.

Your obligation to pay us termination charges to compensate us for ending the Service early does not apply if you end the Agreement because we've increased the Charges in a way that would give you a right to terminate without termination charges under paragraphs 6.3 and/or 6.4.

8.5 **We may terminate your contract** or suspend all or part of the Services if:

- a) we haven't been able to take payment, by the due date, for any money you owe us;
- b) we reasonably believe that you or others (whether under your control or not) are misusing the Services including but not limited to making use of the Services for illegal purposes;
- c) you otherwise breach the Agreement;

- d) you're persistently abusive or make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or our property or that of our agents;
- e) we're told to do so by the Government or other lawful regulatory authority or the emergency services;
- f) you allow anything to happen on the Home Phone line or through the Home Broadband connection which in our reasonable opinion may have the effect of jeopardising the operation of the Services, or the Services are being used in a manner which is against the best interests of the customer, other customers and/or us; or
- g) we're no longer able to provide you with the Services.

8.6 **Either you or we may terminate your contract** by giving seven (7) days' notice by email, phone, fax or in writing to the other if:

- a) there has been a material breach of the Agreement by the other party (and this isn't corrected within thirty (30) days of a written notice notifying the breach);
- b) an event, outside our reasonable control, prevents us from providing the Services for more than thirty (30) days; or
- c) we go into liquidation or a receiver is appointed over our assets.

8.7 If we suspend your Services (where the cause is your act or omission, or our inability to provide the Services), then you'll be liable for the Charges during such suspension. If we suspend your Services for any other reason, you won't be liable for the Charges during such suspension.

8.8 If we terminate your Services, then we'll be entitled to charge you for the Charges which would have been payable to us as if you had terminated in line with paragraph 8.4. Except where Government or other lawful regulatory authority or the emergency services tell us to; we are unable to provide the Services; or we are otherwise in breach of these Terms.

8.9 If you terminate the Services because we have suspended or been forced to suspend the Services for more than 30 days (unless the suspension was caused by you) then all recurring Charges for the period of downtime will be refunded as a credit to the bank account from which they were taken.

9 What happens if you move?

9.1 If your new address is in an area that's covered by the Services, the Services can be moved to your new address, provided you give us notice at least 14 days before the expected moving date. Don't forget that you need to give us at least seven (7) days' notice or thirty (30) days' notice (as applicable) to stop the Services at your old home or you'll incur a charge to stop them at shorter notice. You'll need to give us your new address and postcode and have a working phone line at that address or order Home Phone. House moves can only be carried out on Working Days.

9.2 If you move house we'll end your Services on the day you ask and do our best to start them in your new home the next Working Day, or Working Day of your choice. We may have to make an engineer's appointment depending on what needs to be done.

- 9.3 We reserve the right to refuse a house move. If we are unable to provide Services to your new address or refuse to carry out a house move, then the cancellation terms in paragraph 8 will apply.
- 9.4 If you move home your house move is free, but please look at the [Price List](#) to see what Charges you may incur at the new property. For example, if we need to put in a new line for you. There may be a Charge for moving your Service more than once in any 12 calendar month period. This Charge is set out in the [Price List](#).
- 9.5 If your house move involves any additional Charges, we'll tell you what they are before carrying out any work. We'll also ask you to confirm that you want us to carry out the work. If we do carry out the work, then you must pay the Charges. We may require that you make this payment before we start work. We'll only put in one telephone socket and it may not be possible to install this in the room of your choice.
- 9.6 If an engineer needs to visit your home to carry out work, you must make sure you're there at the time that we agree. You must give the engineer access to your home to carry out the work needed. If you cancel the appointment after 12am on the Working Day before it's due, you're not there or will not allow the necessary access then we will charge you for a missed appointment. The Charge is in our [Price List](#).
- 9.7 We will use reasonable efforts to make sure that the engineer's appointment is on your preferred date, although we can't guarantee this. If an engineer is unable to keep an appointment, we will try to tell you as soon as possible and you will not be charged for this missed appointment.
- 9.8 If you need the permission of your landlord or anyone else for our engineer to enter your property and to put in a new line, it is your responsibility to obtain this. By allowing our engineer to enter your property, you promise that you've got any consent needed.
- 9.9 In some cases we may not be able to put in a new line or convert an existing line at your property. If that is the case, we will refund any Charges paid except for any call-out Charge we are entitled to recover because you did not obtain any necessary consent for us to put in a new line.
- 9.10 We will add any Charges which relate to us putting in a new line or converting an existing line to your first bill for the Services.

10 What we're liable for and what we're not

- 10.1 Nothing in this Agreement shall restrict or exclude either party's liability for fraud or for death or personal injury caused by it or its employees' or agents' negligence, nor for any other liability which cannot by law be excluded or limited.
- 10.2 Except as expressly set out in the Terms, we are not liable to pay damages for use of the Services or any losses caused by failures, errors, delays or interruptions relating to the Services, including as a result of any failure to supply the Services because we are prevented by events outside our reasonable control.
- 10.3 We are not liable to pay damages if anyone else, other than you or us with your permission:
- a) gains access to your connection to the Services, your computer and other related equipment; or
 - b) gains access to, destroys or distorts any data or information held by you or about you by us.

- 10.4 We are not responsible for any goods or services supplied in a separate agreement with another supplier, even if access to those goods or services is through our network.
- 10.5 Except for the requirement for you to pay all Charges owing to us under this contract each party's total liability to the other party with respect to this contract for any claims arising in any calendar year (whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise) shall not exceed 100% of the Charges due in that calendar year.
- 10.6 In the case of Business customers, except for the requirement for you to pay all Charges owing to us under this contract each party's total liability to the other party with respect to this contract for any claims arising in any calendar year (whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise) shall not exceed the greater of: (i) £50,000; or (ii) 100% of the Charges due in that calendar year.
- 10.7 We have no liability other than any resulting from the duty to exercise the reasonable skill and care of a competent telecommunications service provider. We do not accept liability for indirect or consequential loss, such as loss of profits, business, costs, expenses (unless such losses were reasonably foreseeable to both of us when this contract was entered into), or any other form of economic loss.
- 10.8 You shall at all times be under a duty to mitigate any losses suffered by you.
- 10.9 You recognise that the Services may be dependent upon End-User Licensed Software and if you do not accept the licence terms relating to any End-User Licensed Software, we shall have no liability whatsoever for any failure to provide the Services to you where the Services depend on the use of End-User Licensed Software.
- 10.10 Where you accept the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within this Agreement relating to End-User Licensed Software and shall exclusively comprise your sole rights and remedies in respect of such End-User Licensed Software.
- 10.11 Nothing in this Agreement shall exclude or restrict the liability of either party in respect of any liability which cannot be excluded or restricted by law.
- 10.12 Each provision of this paragraph 10 operates separately. If any part is found by a Court to be unreasonable or inapplicable, the other parts will continue to apply.

11 How we use your information

- 11.1 You agree that we can search the files of credit reference agencies, and that they may keep a record of that search. They supply us with both public (including the electoral register) and shared credit and fraud prevention information. We can also carry out identity and anti-fraud checks with fraud-prevention agencies. We and other organisations may access and use the information recorded by fraud prevention agencies from other countries. If you give us false or inaccurate information and we identify or suspect fraud, we will record this. Details of how you conduct your account may also be disclosed to those agencies, law enforcement agencies and other telecommunications companies. The information may be used by us and other parties in assessing applications for, and making decisions about, credit, credit-related services, or other facilities and insurance (including motor, household credit, life and other insurances and claims) from you and members of your household and for debt tracing, debt recovery, credit management and crime, fraud and money laundering detection and prevention. Information may be used by us and other parties for checking your identity; checking details of job applicants and employees; statistical analysis about credit, insurance fraud; and to manage your account and insurance policies. We may

also perform subsequent searches for the purpose of risk assessment, debt collection and fraud prevention with one or more credit reference agencies and/or fraud prevention agencies while this Agreement is ongoing.

You can contact the credit reference agencies currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- **CallCredit**, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414
- **Equifax PLC**, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to myequifax.co.uk
- **Experian**, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to experian.co.uk.

11.2 Information held about you by credit reference agencies may be linked to records relating to your Financial Associate(s). For the purposes of this application you declare that you and your Financial Associate(s) are financially independent and you request that your application be assessed without reference to any "associated" records, although you recognise that this may adversely affect the outcome of your application. You believe that there is no information relating to your Financial Associate(s) that is likely to affect our willingness to offer the Services to you. You authorise us to check the validity of this declaration with credit reference agencies and, if we discover any associated records which would affect the accuracy of this declaration, we may decide not to proceed with the application on this basis. For the purpose of this paragraph a "**Financial Associate**" is someone financially linked to you (for instance, a spouse, partner or family member).

11.3. You authorise us to use and disclose, in the UK and abroad, information about you, your use of the Service including, but not limited to, phone numbers and/or email addresses of calls, texts, data and other communications ("**Communications**") made and received by you and the date, duration, time and cost of such Communications, how you conduct your account and the location of your Mobile Phone for the purposes of operating your account and providing you with the Service, for credit control purposes, fraud and crime detection and prevention and the investigation and prevention of civil offences or as required for reasons of national security or under law to our associated companies, partners or agents, any telecommunications company, debt collection agency or credit reference agency and fraud prevention agency or government agency and other users of these agencies who may use this information for the same purpose as us. You can get more details from our public registration held by the Information Commissioner. If you want the name and address or other details of the credit reference or the fraud prevention agencies from whom we get, and with whom we record, information about you or you want to receive a copy of the information we hold about you (we'll charge a fee), please write to the Data Controller at Telefónica UK Limited, 260 Bath Road, Slough, SL1 4DX or go to the 'Contact Us' section of our Website. You'll need to tell us your full name, address, account number and Mobile Phone number.

11.4 You also agree to the information described in the paragraph above being used, analysed and assessed by us and the other parties identified in the paragraph above and selected third parties for marketing purposes including amongst other things to identify and offer you by phone, post, the Network, your Mobile Phone, email, text (SMS), media messaging, automated dialling equipment or other means, any further products, services and offers which we think might interest you. If you don't want your details to be used for marketing purposes, please write to us c/o The Data Controller, Telefónica UK Limited 260 Bath Road, Slough, SL1 4DX or through the 'Contact Us' section of our Website. You'll need to tell us your full name, address, account number

and Mobile Phone number. For details on how we use your information please refer to our Privacy Policy on our Website.

- 11.5 From time to time, we may (without notice to you) review, record or check your use of the Services where we are required to do so to make sure you are complying with any laws or regulations, or where ordered to do so by any court or other body or authority with the power to require such monitoring, or for our own internal purposes to make sure you are complying with the Terms.
- 11.6 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

12 Is there anything else?

- 12.1 If you have a complaint about our Services you may call us using the number on your bill. For full details of our complaints process please see our 'Complaints Code' on o2.co.uk and select 'contact us' If you're still unhappy, you can write for an impartial review to: Complaint Review Service, PO Box 116, Leeds, LS11 5DS. Please include your mobile phone number and broadband account reference in any correspondence. If we don't resolve your complaint within 8 weeks, or if we reach a deadlock, you may contact the ombudsman. You can contact Ombudsman Services: Communications at www.os-communications.org.uk
- 12.2 We may assign your contract or any Service we provide to you on the same terms to any third party. You may not assign this contract or the benefit of any Service we provide to you unless we agree in writing.
- 12.3 Any failure or delay by us in exercising or enforcing any rights or benefits granted by the Terms will not be deemed to be a waiver of any such right or benefit; nor will it prevent us from exercising or enforcing any such right or benefit or any other right or benefit on any other occasion.
- 12.4 Each provision of the Agreement is to be construed as a separate provision applying and surviving even if one or more of the other provisions of the particular paragraph is held inapplicable or unreasonable.
- 12.5 The Agreement does not create any rights for, or enforceable by, any third party under the Contracts (Rights of Third Parties) Act 1999.
- 12.6 The Agreement shall be governed and construed under English law and you and we submit to the non-exclusive jurisdiction of the English courts.
- 12.7 The Agreement sets out the entire agreement between you and us relating to the provision of the Services to you including all intended rights and obligations and supersedes any and all previous agreements and understandings between you and us with respect to such provision.
- 12.8 We can make reasonable changes to this Agreement at any time. All changes will be posted on our Website. Please check regularly for updates. If we change the terms and conditions of this Agreement to your significant disadvantage (in our reasonable opinion) we'll give you 30 days' notice in writing before the changes take place. We'll notify you as detailed in the paragraph below or we may notify you by text (SMS) to your Mobile Phone number and/or by email.
- 12.9 Notices. Any notice or other communication required or permitted under this Agreement shall be given in writing to the following address:

- in the case of notices served on O2 to O2 Broadband Customer Service, PO Box 202, Houghton Regis, LU6 9AG, or such other address as is specified elsewhere in this Agreement; and
- in the case of notices served on you, to you at the address at which you specified the Service is to be provided; or
- such other address as either party shall give notice to the other party from time to time.

Notices will be deemed to have been given or made: when delivered personally; or, if properly addressed and posted by first class mail in the United Kingdom within two business days of posting; or, if sent by facsimile upon being sent; or, if sent by email or other electronic means upon such communication being acknowledged as having been received.

The Terms in this section are only relevant to the Home Broadband part of our Services which provide internet access through a fixed phone line.

13 What equipment do we provide?

- 13.1 After accepting your Home Broadband order, we will send you the Equipment to your delivery address. The Equipment remains our property and you must take good care of the Equipment while it is leased to you for as long as you continue to receive the Services.
- 13.2 If your O2 wireless box is faulty, you must notify us immediately and we will repair or replace it at no cost, providing the fault is not caused by your abuse or negligence. If the fault is caused by your abuse or negligence:
 - a) we may charge you the reasonable costs of any repair or replacement; and
 - b) you must pay for Charges incurred during the period in which the O2 wireless box is not operational.
- 13.3 You are only permitted to use the Equipment to connect to our network, or a network approved by us. We cannot support any other equipment used to connect to the Services.
- 13.4 In order to connect to the Services, we may require you install certain software on your computer. If you do not install this software, we may not be able to resolve any installation or connection problems you may experience and we are not responsible to you in relation to any matter that arises as a result of your failure to install the software.
- 13.5 Certain elements of the Services are dependent on you having suitable infrastructure available and/or Your Equipment being fit for purpose. In the event that you are unable to provide suitable infrastructure, or Your Equipment is not fit for purpose, then some of the Services may not function correctly, or be able to be supplied to you (the "**Affected Services**") and we shall have no liability for your inability to receive the Affected Services.
- 13.6 Upon termination of your contract (or if we ask you to), you must return the Equipment in the prepaid returns envelope provided to you by using Royal Mail. We must receive the Equipment within 30 days of the termination date or request. If we don't receive the Equipment within that timeframe, your payment card will be charged or your bank account will be debited a fee - the amount is shown in our [Price List](#). If you keep any Equipment after we stop providing Services, it is supplied to you 'as is', without warranty and we are not able to support it.
- 13.7 All Equipment, content, software or other copyright material we supply to you is for your own personal use, and you must not copy, change or publish the material or supply it to any other person for any business purposes. Similarly the Services are for your personal use and you shall not resell the Services.

14 Will you get a static IP address?

You will receive a dynamic IP address unless you choose to pay monthly in advance for the static IP option or it is included in the package you chose. If you have a static IP address, it will be re-assigned to us or to another customer if your Services are disconnected or terminated for any reason. We reserve the right to change Static IP addresses as and when we need to. We'll give you reasonable warning if we do this.

15 How do you get connected?

- 15.1 You must have a computer with the correct minimum specification. You can view this on our Website at o2.co.uk/help/broadband.
- 15.2 You agree to provide any reasonable co-operation and assistance that may be required to get you connected.
- 15.3 When connecting your landline to the Services, there may be a temporary loss of telephone services or other telecommunications services. We will try to keep this disruption to a minimum, but will not be responsible for any resulting damage, loss or costs caused, unless caused by our negligence.
- 15.4 While you're connected to our network, you'll need to remain with the landline provider with which you originally took up the Services. If you change your landline provider, or your landline is disconnected or suspended for any reason you may not be able to continue receiving our Services, and the general termination provisions in [Part 1](#) will apply.

16 Your Home Broadband speed and usage limits

- 16.1 The actual throughput speed that you receive on your Home Broadband Service is likely to be lower than the estimated access line speed given to you before your purchase and the headline "up to" speeds featured in our advertising. This is because it's impossible to accurately predict your likely speed before the Service is actually connected.
- 16.2 Your actual speeds will be influenced by a large number of factors including, for example, the distance of your premises from the BT exchange, the quality of your copper line, and environmental line noise, so we cannot guarantee that your connection will reach any specific speeds.
- 16.3 Your actual connection speed will also be influenced by the Home Broadband package that you choose and pay for. The traffic shaping and management policies which we have in place on each package are available in our marketing materials before you buy and in more detail on our Website. We recommend that you choose a package which is suitable for how you want to use your Home Broadband connection, and we'd be happy to talk to you about our different packages before you buy or after you have started using the Service.
- 16.4 If you choose a Home Broadband package which has a limit on the amount of usage you can make per month, you must use less than that limit each month. As you approach the limit, we'll email you to let you know. If you use more than the limit on your chosen package then we will contact you by email and text. We'll automatically apply appropriate restrictions to your Service (including, potentially, blocking the Service altogether). If you want a higher usage limit each month, we recommend you choose one of our other tariffs with either unlimited usage or much higher limits. All our packages are subject to our Acceptable Use Policy which is on our [website](#).

17 Switching your Home Broadband package

- 17.1 We'll advise you if it's possible to switch to another Home Broadband package or tariff. Please do this through your O2 online account or through Customer Service. If we allow you to switch your package, the actual speed and traffic management policies for your new package may be different from the package you're leaving. If we allow you to switch, you may not be able to move back to your old broadband package and you'll only be able to move to a package supported by your landline. Switching broadband package or tariff may be subject to you accepting a new Minimum Term.
- 17.2 Any change to your package may take up to five (5) Working Days before it is activated and you will be charged at your new package price from the date of activation in the next billing cycle. If you add Home Phone to your Home Broadband package, we'll only change your broadband package and start charging you for your new package on the date your Home Phone line goes live.
- 17.3 If you are within your Minimum Term on one of our 12 month packages then you cannot move to a 30 day rolling contract.

The Terms in this section are only relevant to the Home Phone part of our Services.

18 Our Home Phone Service

- 18.1 Home Phone is the service which allows you to rent a telephone line from us and to make and receive calls. There are also a number of Additional Services which you can add to your Home Phone package like calling bundles and Bolt Ons.
- 18.2 You don't have to take a bundle of calls with Home Phone. If you don't, then all of your calls will be charged at the current rates in the [Price List](#) at the time that you make your calls. If you do take a bundle of calls, then we'll make it clear before you sign up which calls and which times are included or discounted in that bundle.
- 18.3 When you move from a different supplier to Home Phone, we'll try to make sure that you can keep your old phone number if you want to, but we can't guarantee it. If we can't keep your old number for you then we'll give you a new number. Once we've given you a number, we'll try to make sure that you keep it while you stay with us, but we can't be certain we won't need to change it in the future. We'll let you know before it changes, in the unlikely event that it has to.
- 18.4 In most cases we will be able to automatically provide you with any additional services which you had on your phone line (like caller ID, call barring and others) with your old supplier, but we can't guarantee this. If any of the additional services which you're expecting or used to are not available on your Home Phone then we'll try to offer you similar services, but there may be Charges for these services. Check the [Price List](#) for more details.
- 18.5 You'll need to provide your own phone handset or handsets to be able to use the Home Phone Service. You should only use Home Phone through a standard telephone socket or a connection point.

19 Moving to and from Home Phone

- 19.1 All telephone companies are regulated by Ofcom. They set the timelines for moving people's home phone lines and we follow them.
- 19.2 When you place your order with us, we'll confirm it by email, letter and text. You'll also get a letter from your current supplier. They'll confirm that you've placed an order with us and they should also let you know if you're still in contract with them. As long as you're happy, your new order will take ten (10) Working Days on average to complete. That's to give you enough time to respond to your current supplier's letter and to ask us to cancel the transfer or take any other action that you need to. We record all our calls to make sure you receive the best possible service from us.
- 19.3 If you leave us, we'll send you a letter telling you if you're in or out of your Minimum Term and if there are any Charges left to pay – although we hope we won't ever get to that stage with you. It'll take ten (10) Working Days so that you have the chance to respond to our letter and call us with any questions or to change your mind and cancel the transfer.
- 19.4 If you feel that another supplier has wrongly placed an order on your behalf, you can let us know and in this situation we can cancel that order for you. Or, you can call the other supplier and ask them to cancel it yourself.

20 If you leave Home Broadband

Home Phone is only available to customers who continue to have Home Broadband. If you request a MAC key to change broadband supplier, that will be used as your notice of termination for Home Broadband. However, if the MAC key is used by another broadband provider and you had not provided notice under paragraph 8.4, the date that the MAC key was used will be taken to be the date that we received your notice of termination for Home Phone. Once your Home Broadband Services have been terminated we'll give you thirty (30) days' notice after which your Home Phone Services will be terminated and paragraph 8.4 will apply. We'll write to you to remind you that your Service will be ending.

21 Changing your Home Phone bundle

There are Bolt Ons available for Home Phone. If you take a Bolt On you have to take it for 30 days and won't be able to cancel it before then. After that you can cancel without giving us notice but you won't be refunded for any part months you've already paid for in advance.

22 Call barring

22.1 We reserve the right to bar calls to your Home Phone line and chargeable calls from your phone if:

- a) The pattern of calls from your phone line changes significantly, leading us to believe that your line is being used for fraudulent purposes;
- b) you fail to pay any bill promptly following our reasonable attempts to contact you first;
- c) we request that you make an interim payment for abnormally high call charges, until that payment is made;
- d) you are in breach of the terms of this Agreement;
- e) we suspect that there is an unusual amount of activity on your phone line using indirect access or indirect access codes; or
- f) you go over any package or Acceptable Use Policy limit that we put on the number of chargeable calls that you can make/receive on your phone line.

22.2 We'll try to tell you before barring chargeable calls on your phone line, but this may not always be possible. If we can't tell you before barring calls we will try to contact you as soon as possible afterwards.

22.3 If your calls are barred for any of the reasons described above then you'll still be able to make calls to the emergency services. However, if your Services aren't available for any other reason (for instance if there is a service outage) you will not be able to make calls to the emergency services.

23 New lines

- 23.1 When setting up your Service, we may need to convert an existing line or put in a new telephone line for you to receive Home Phone. We only put in new lines or convert existing lines if you're taking both Home Broadband and Home Phone from us.
- 23.2 We'll always do our best to make it clear which of these will apply to you, any relevant Charges and whether or not you'll need an appointment for our engineer to visit.
- 23.3 Where we need to put in a new line or convert an existing line, we'll tell you the Charges, and ask you whether or not you want us to proceed. If you do place an order for putting in a new line or converting an existing line, you must pay the Charges in our [Price list](#).
- 23.4 The Charges for putting in a new line only include one telephone socket, which we may not be able to install in the position or room of your choice.
- 23.5 If an engineer needs to visit your home to carry out work, you must make sure you're there at the time that we agree. You must give the engineer access to your home to carry out the work needed. If you cancel the appointment after 12am on the Working Day before it's due, you're not there or will not allow the necessary access then we will charge you for a missed appointment. The Charge is in our [Price List](#).
- 23.6 We will use reasonable efforts to make sure that the engineer's appointment is on your preferred date, although we can't guarantee this. If an engineer is unable to keep an appointment, we will try to tell you as soon as possible and you will not be charged for this missed appointment.
- 23.7 If you need the permission of your landlord or anyone else for our engineer to enter your property and to put in a new line, it is your responsibility to obtain this. By allowing our engineer to enter your property, you promise that you've got any consent needed.
- 23.8 In some cases we may not be able to put in a new line or convert an existing line at your property. If that is the case, we will refund any Charges paid except for any call-out Charge we are entitled to recover because you did not obtain any necessary consent for us to put in a new line.
- 23.9 We will add any Charges which relate to us putting in a new line or converting an existing line to your first bill for the Services.
- 23.10 We reserve the right to refuse to put in a new line.

24 When you can cancel

You can cancel putting in a new line or converting your line by contacting Customer Service at any time up until 12am on the Working Day before the day on which the engineer is scheduled to put in the new line or we are scheduled to convert your existing line. If you do, we will not charge you for any Charges which relate to us putting in a new line or converting an existing line. If you cancel the Services at any time after this you will have to pay for us putting in a new line or converting your existing line. In these circumstances, these Charges are non-refundable.

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