



Shell
ENERGY

Broadband and Phone terms and conditions

IMPORTANT - These terms and conditions apply to customers taking services from us that were previously provided to them by the Post Office and who have not signed a new Shell Energy Broadband contract.

If you are a Shell Energy Broadband customer, please refer to your relevant terms and conditions available at shellenergy.co.uk/broadband-terms

Version number: 1.0

Date published: 15/11/2021

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1. Introduction

- 1.1. These Terms and Conditions apply to all residential customers taking Home Phone or Broadband services from us that were previously provided to them by the Post Office. (the **Service**).
- 1.2. Your Agreement with us starts when your first order for Service from us is completed (see section 4) and ends as set out in section 5.

1.3. What words mean in these Terms

- 1.3.1. "We", "our", or "us" means Shell Energy Retail Limited (registered office: Shell Energy House, Westwood Business Park, Westwood Way, Coventry, CV4 8HS) and "you" or "your" means you.
- 1.3.2. "Working Day", means any day other than a Saturday, Sunday or public holiday in England, Wales, Scotland or Northern Ireland, as applicable.
- 1.3.3. "Charges" means the fees you pay us for the Service in line with our [Price Lists](#).
- 1.3.4. "Service Start Date" means the date on which the Service or part of it is activated.
- 1.3.5. Your "Agreement" with us consists of these Terms and Conditions and the latest version of any of the following documents applicable to your Service:
 - a. "Order Form" - the form completed by you (or on your instructions) giving us your details and telling us which Service you agree to receive and how you agree to pay for them;
 - b. "[Price Lists](#)" - our charges for the Service;
 - c. "[Privacy Policy](#)" - how we collect and use your personal information;
 - d. "[Code of Practice](#)" - information about Premium rate numbers and Non geographic numbers;
 - e. "Fair & Acceptable Use Policy" - the standards of conduct that you must meet and the usage guidelines we have set if you are a Broadband customer;
 - f. "Promotional Terms" additional terms and conditions that you will be subject to if you take up a promotion. We will tell you about these when you order.

You can obtain copies of these by contacting Customer Services or on our website ("Website") at: www.shellenergy.co.uk/broadband-terms for Price Lists, Privacy Policy, Code of Practice, Fair & Acceptable Use Policy and Promotional Terms

In the event of any conflict between these Terms and Conditions and any terms in any of the documents referred to above, the other document's terms will take priority.

Contact Us

You can call Customer Services on 0330 094 5801. Our Customer Services and faults helpline opening hours can be found at www.shellenergy.co.uk/broadband.

If you call from a Home Phone landline, your call will be charged at the rate set out in the [Price Lists](#). If you call from another provider's landline or from a mobile phone, your call will be charged at your provider's rates.

You can also email us at broadband.support@shellenergy.co.uk or write to us at: Shell Energy Broadband, Shell Energy House, Westwood Business Park, Westwood Way, Coventry, CV4 8HS.

2. General terms

Please note that you may need New Line Provision before we can provide you with a Broadband and/or Home Phone service. We will tell you about this before you place your order. Please see section 2.3 for details.

2.1. Home Phone

- 2.1.1. Home Phone is the Service which allows you to rent a telephone line from us and make calls. You must take both the line rental and call service elements of Home Phone. You can also receive additional call services such as call divert and call barring. See Price Lists for details and Charges.
- 2.1.2. If you want to keep your old telephone number, please let us know. However, we cannot guarantee this and there may be a charge (please see [Price Lists](#)). We will try to keep your telephone number the same for as long as we provide you with Home Phone. We may have to change it for operational reasons, in which case we will let you know in advance.
- 2.1.3. We will usually automatically provide you with equivalent services to those you received from your old service provider (like call barring, and call divert). If we cannot do this, we will put measures in place to try to ensure you receive these services. However, we cannot guarantee this.
- 2.1.4. You may have to pay additional Charges (see our [Price Lists](#)) for some services you received from your old service provider, such as caller divert and other subscriber or premium rate services.
- 2.1.5. If you would like to receive any new services, or make changes to the services you received from your old service provider, please contact Customer Services once you are connected to Home Phone. We will try to provide these to you as soon as possible.
- 2.1.6. Once the Home Phone Service starts, please check that the services you are receiving are the same as you previously received from your old service provider. If they are not, please contact us immediately.
- 2.1.7. **Telephone Directory preferences** - You can choose whether to have your details included in the telephone directory or whether you wish to be ex-directory at any time. These details will be your surname and initials, address and telephone number. If you want to change your directory preferences, please contact Customer Services.

2.2. Broadband

- 2.2.1. When you take any of the Broadband packages, you receive both the Broadband and Home Phone Service. The terms in section 2.1 apply to the Home Phone part of the Service.
- 2.2.2. Some Broadband services may not be available to you, depending on the area you live in. We will tell you what services are available to you before you place your order.
- 2.2.3. If Broadband and Home Phone Services are not available in your area then you may still be offered the best alternative Services available in your area which may use different technologies.
- 2.2.4. For details of our Broadband packages, broadband speeds, and security features, please see our [Price Lists and Fair & Acceptable Use Policy](#), or contact Customer Services.
- 2.2.5. All Broadband packages give you access to the internet for a fixed monthly price. We will provide you with free use of equipment (a wireless router) but you may be charged a connection fee and a delivery charge, which you can find in the [Price Lists](#).
- 2.2.6. Your package may have unlimited downloads or a monthly usage limit. Please check our Fair & Acceptable Use Policy and any other terms which apply to your Service for details of your usage limit. If you go over the usage limit you may be charged (see section 10.13 for details).
- 2.2.7. If you want to upgrade or downgrade between our Broadband Services, please contact Customer Services or use the Online Account Service (the online self-service portal) to check if this is possible.
- 2.2.8. If you are upgrading to one of our Fibre Broadband packages we will send you a new wireless Fibre router and micro-filters. You will need to return the old Broadband Equipment. Section 7.11 below tells you how to do this.
- 2.2.9. A new Minimum Term will begin from the date we first begin providing a new Broadband Service to you (see section 4.4 for details).
- 2.2.10. Please note that if you cancel Broadband, you will no longer be entitled to use any additional features, including security software, which may have been provided with your Broadband Service.

2.3. New Line Provision

- 2.3.1. We may need to reactivate a stopped line or install a new telephone line which we call "New Line Provision" for you to be able to use the Service.
- 2.3.2. If New Line Provision is required we may be able to reactivate your previous telephone number but we cannot guarantee this.
- 2.3.3. If you need New Line Provision we will tell you what Charges will apply in advance. If you decide to proceed, you must pay the Charges in line with section 10.13 (Charges and billing). The Charges only include one telephone socket, which we may not be able to install in the position or room of your choice.

- 2.3.4. If we need to send an engineer to your home to carry out New Line Provision, we aim to offer you an appointment within five Working Days. We will try to make this on your preferred date, but we cannot guarantee this.
- 2.3.5. Please ensure that you, or a person aged over 18 and authorised by you, is there at the time agreed to provide access to your home. If you do not, we may charge you a missed engineer appointment fee (see Price Lists for details).
- 2.3.6. Please obtain the consent of your landlord or anyone else for our engineer to enter your home and install the new line. By allowing our engineer to enter your home, you confirm that you have obtained consent.
- 2.3.7. If you need to cancel an engineer appointment, please contact Customer Services by 2pm on the Working Day before your appointment or you will be charged a missed engineer appointment fee (see [Price Lists](#)). If an engineer is unable to keep an appointment, we will try to tell you as soon as possible.
- 2.3.8. If we can't carry out New Line Provision at your home, we will refund any advance payment made for the Service and the New Line Provision, except for any missed engineer appointment fee we are entitled to charge you for.

3. Ordering services from us

- 3.1. When you order a Service from us you confirm that:
 - 3.1.1. you are at least 18 years old;
 - 3.1.2. you are either the current telephone/broadband service subscriber or authorised by the subscriber to subscribe to the Service, and to cancel or transfer the subscriber's current telephone/broadband service;
 - 3.1.3. all information that you have supplied is correct;
 - 3.1.4. you will notify us of any changes to that information by contacting Customer Services. We may need you to confirm the changes in writing.
- 3.2. We may ask for proof of identity or address and may carry out credit and identity checks on you.
- 3.3. If you do not update your information, you may not receive notifications from us about important changes to the Service.
- 3.4. If you choose email as a billing or communication preference we will require you to provide, verify and keep up to date each email address that you provide so that you can receive important service communications from us.
- 3.5. We'll try to provide the Service without delay, but we cannot guarantee the exact Service Start Date or that all parts of the service will start on the same date. We will tell you about any delays as soon as we can.
- 3.6. You may not be able to receive the Service if:
 - 3.6.1. we are unable to provide the Service to your address;
 - 3.6.2. your current service provider prevents you receiving the Service;
 - 3.6.3. there are incompatible products on your telephone line; or
 - 3.6.4. you fail a credit check.
- 3.7. If it turns out that you can't receive the Service or part of it and we couldn't tell you before you entered into this
- 3.8. Agreement, we will refund any money you have paid in advance for that Service or part of it.

4. Length of Agreement

- 4.1. Our Agreement with you will begin when the Order Form for the Service is completed. This is:
 - 4.1.1. **In a Post Office branch:** when you sign the printed slip you are given confirming that you have entered into the Agreement;
 - 4.1.2. **Over the internet:** at the point at which you click on “Confirm Order” for the Service; or
 - 4.1.3. **Over the telephone:** when you have given your details to the Post Office representative and confirm that you wish to enter into the Agreement.
- 4.2. We aim to send you a **Welcome Pack** within five Working Days of your Order Form being completed. This contains a letter explaining your Service and your estimated Service Start Date, these Terms and Conditions and other documents. If you have not received your Welcome Pack within that time or if you have any questions please contact Customer Services.
- 4.3. Our Agreement with you will continue until you or we end it under sections 5 or 12 below.
- 4.4. Your Agreement may include a **Minimum Term** that starts on the Service Start Date and will be no longer than 24 months. This is the minimum period that you commit to receive and pay for the Service, unless you cancel it under sections 5.1 and 5.2. If you are taking up a promotional offer, the Agreement you enter into with us will have the Minimum Term set out in the terms and conditions for that promotion (**Promotional Terms**):

5. Your right to cancel

5.1. Before the Service Start Date

- 5.1.1. You may cancel the Service any time up to 14 calendar days from the day after your Order Form is completed (the **Cooling Off Period**), including where your Agreement has a Minimum Term.
- 5.1.2. To cancel during the Cooling Off Period you must notify us using the cancellation form available at: www.shellenergy.co.uk/broadband-terms or by contacting Customer Services. IF you cancel in this way, and the Home Phone part of your Service has gone live, you will still have to pay for any calls you have made and call features you have received during this period. We will refund any charges which you have paid in advance for the period after your chosen cancellation date.
- 5.1.3. If you cancel the Service at any time up to 2pm on the Working Day before the Service Start Date, you will receive a full refund of any money you have paid, **except for any fees due under section 5.1.5.**
- 5.1.4. If you cancel the Service at any time after 2pm on the Working Day before the Service Start Date, we may be unable to stop your phone and/or broadband services transferring to us for technical reasons.
- 5.1.5. For New Line Provision, if you cancel at any time after 2pm on the Working Day before this takes place or after it has taken place, you will still have to pay for the New Line Provision.

5.2. After the Service Start Date:

- 5.2.1. If you want to cancel the Service before the Minimum Term has ended, you will have to pay us an Early Termination Charge (see the [Price Lists](#) for details). The Early Termination Charge will not apply if you cancel as a result of changes that significantly disadvantage you. Please see section 5.3 for details on this.
- 5.2.2. If we have supplied New Line Provision less than six months before you cancel, we may also charge you a cancellation fee for the New Line Provision. Please see the [Price Lists](#) for details.
- 5.2.3. After the Minimum Term has ended you can cancel the Service at any time by telling Customer Services at least 15 days in advance. We will refund any charges you have paid in advance for the period after the end of that 15 day period.

5.3. When we make changes disadvantageous to you

- 5.3.1. If we tell you that we are going to change the Service, the Charges, the terms of these Terms and Conditions or the Fair & Acceptable Use Policy in a way which is significantly disadvantageous to you, you may cancel the Service by contacting Customer Services.
- 5.3.2. Where this happens and your Agreement has a Minimum Term, no Early Termination Charge will apply. You will still have to pay for any calls you have made and call features you have received. We will refund any Charges which you have paid in advance for the period starting 30 days after we tell you about the changes.

5.4. Your responsibility to arrange transfer

- 5.4.1. If you cancel Home Phone or Broadband, you are responsible for transferring to another service provider. You may be left without telephone services and/or broadband services if you do not do so.

6. What we will both do

- 6.1. We will provide the Service to you using the reasonable skill required without any interruptions. However, we may occasionally need to change or update the Service.
- 6.2. Occasionally disruptions because of, for example, technology faults or maintenance may occur to your Service. We'll try to restore the Service as soon as possible but we are not responsible for events outside our reasonable control (please see section 18). Please see section 12.4 which explains what you can do if there is a disruption to your Service.
- 6.3. You may not always have uninterrupted internet access; and your internet access, download speeds and upload speeds may not always be at the range of speeds we advertise.
- 6.4. We may use other suppliers to provide the Service or parts of it. You agree that we may share your personal information with them for that purpose. See section 18 below and our Privacy Policy for more information.
- 6.5. You agree not to use the Service (or allow the Service to be used):
 - 6.5.1. Which in any way which breaks any law, regulation or rule in force in England and Wales, Scotland or Northern Ireland as appropriate;

- 6.5.2. To make any call and/or send, knowingly receive, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, anti-social, racist, distressing, harmful or threatening;
 - 6.5.3. Which does not comply with our Fair & Acceptable Use Policy; or which damages or may damage our name and/ or reputation;
 - 6.5.4. Which does not comply with our instructions (or the instructions of our suppliers) which may be necessary for health and safety reasons or to prevent any disruption to the Service; and/or
 - 6.5.5. For commercial or business purposes, including advertising and marketing purposes.
- 6.6. You agree that you will not behave in an obscene, threatening, abusive or hateful manner to our Customer Services team.

7. Connection and Equipment

- 7.1. If we can connect you to Home Phone by taking over the line from your existing provider, we won't charge you a connection fee. If we can't, you may need a New Line Provision (see section 2.3).
- 7.2. You will need a functioning telephone, or another device which allows you to use the Home Phone Service. We do not provide you with this equipment and we are not responsible for any equipment you may use.
- 7.3. Any equipment that you connect to the Home Phone Service **must**:
 - 7.3.1. carry the European Consumer Equipment Standards "CE" mark;
 - 7.3.2. not harm the network or any other customer's equipment;
 - 7.3.3. be connected and used in accordance with its instructions and any applicable safety and security procedures; and
 - 7.3.4. only be connected using either a standard telephone socket or a connection point approved by our suppliers.
- 7.4. To take advantage of our Call Line Identity service (which displays the number of incoming calls) you will need compatible equipment.
- 7.5. To use Broadband, we will provide you with a wireless router, cables and other equipment such as microfilters and a power supply (**Equipment**). We do not provide you with a device or software to access the internet. You are responsible for any device or software that you may use to do so.
- 7.6. You can use the Equipment free of charge for as long as you subscribe to our Broadband Service. However, the Equipment always belongs to us or our suppliers. You agree to take reasonable care of the Equipment and use it only for the Broadband Service and in accordance with the instructions.
- 7.7. You can use the Equipment free of charge for as long as you subscribe to our Broadband Service. However, the Equipment always belongs to us or our suppliers. You agree to take reasonable care of the Equipment and use it only for our Broadband Service and in accordance with the instructions.
- 7.8. If you or we cancel your Broadband Service, we may ask you to return the Equipment to us in good working order. If you don't return it or any part of it within 30 days of the Agreement ending, then we may charge you a fee for the unreturned Equipment, as shown in the [Price Lists](#).

- 7.9. Please contact our Customer Services if the Equipment develops a fault while you are still a Broadband customer. You agree to give our Customer Services representatives any help they reasonably ask for to help them solve the fault.
- 7.10. If our Customer Services cannot resolve the issue and you have given the Customer Service representative the reasonable help they require, and we decide that the Equipment is faulty, we will replace the faulty Equipment free of charge. If we do this, you will need to return the faulty Equipment to us. Please see section 7.11 (Returns procedure) for how to do this.
- 7.11. **Purchasing additional equipment from us**
- 7.11.1. Please contact our Customer Services if you want to purchase additional equipment from us to use with your Broadband Service. If you do make a purchase, see section 13 below for your rights and remedies that will apply.
- 7.11.2. You may also have to agree to separate terms and conditions with the manufacturer of the equipment.
- 7.12. **Returns procedure**
- 7.12.1. If you need to return any Equipment you must follow the instructions we give you and use the pre-paid packaging that we will send you. If you are in any doubt about what to do, you should contact
- 7.12.2. If you do not return all of the Equipment which we have asked for in that packaging, you must pay the cost of returning additional Equipment to us.
- 7.12.3. We may charge you for:
- any Equipment that is not returned.
 - any replacement Equipment we send you free of charge, if you do not return the faulty Equipment to us within 30 days of us asking for it.
 - any damage to any Equipment not caused by normal use.
- We may deduct all or part of that cost from any advance payments you have made or add the cost to a future bill.

8. Security

- 8.1. You use the internet at your own risk. It is your responsibility to make sure that any equipment and security software you use is up to date and protected against viruses and malware. You must keep any passwords and user identification information secure and confidential.
- 8.2. You are responsible for checking the value, accuracy and completeness of any content that you download or access, or any goods or services offered by other people when using the Service.
- 8.3. You may also be provided with online security tools and/or software as part of your Service. Please see the [Price Lists](#) for details about this. If you use security software that we have supplied, you will need to agree to additional terms and conditions as part of the installation process.
- 8.4. You must inform us if you believe any unauthorised person knows your user identification details and/or password.

- 8.5. If we suspect that there is, or is likely to be, a breach of security, we may suspend access to your Broadband Service by suspending your user identification details and password. If we do this we will try to minimise any disruption to you, and may provide you with alternative user identification details and passwords.

9. Disposal of electronic equipment

- 9.1. Electronic equipment contains harmful materials which must be disposed of in a safe and environmentally friendly manner. Please contact Customer Services if you have any questions about this.

10. Charges and billing

- 10.1. You agree to pay us the Charges on time and in the way we have agreed with you. You will normally receive a bill every month, although we have the right to send you a bill at any time. **Please note these Charges may change from time to time. Charges include VAT.**
- 10.2. You can choose any available payment method when you subscribe for the Service and you can change it at any time by contacting Customer Services. We may change the available methods of payment at any time. We will let you know in advance if this affects your chosen method of payment.
- 10.3. You agree that you are responsible for the Charges even if your chosen method of payment fails.

Direct Debit

- 10.4. If you have chosen to pay by Direct Debit:
- 10.4.1. it is your responsibility to ensure that you have sufficient funds in your bank or building society to pay us;
 - 10.4.2. you agree to allow us to alter your Direct Debit instruction (including the amount), subject to the terms of the Direct Debit Guarantee (which applies to all banks and building societies taking part in the Direct Debit scheme, and provides protection to you in respect of Direct Debit payments); and
 - 10.4.3. you agree that we may use your Direct Debit instruction to charge you for any payment due to us under any agreement you have with us.
- 10.5. If your Direct Debit fails, our system will make a further Direct Debit attempt in 7 days. If this still fails you will be removed off Direct Debit and will be responsible for paying your bill by another method.
- 10.6. If you do not pay by Direct Debit, you may be able to pay the Charges in smaller installments by using a Budget Payment Card. Please call Customer Services or check our Website for more details and the terms and conditions that apply to a Budget Payment Card.
- 10.7. Some of our broadband packages require mandatory Direct Debit payment. This will be communicated to you when you join or upgrade to an applicable broadband package. If you are removed off Direct Debit (in accordance with section 10.5) you may be removed from Direct Debit only packages.

Viewing your bill

- 10.8. You can normally only view your bills using our online billing service, but we may need to send you paper bills free of charge. If you don't want to receive online bills, contact Customer Services to ask for paper bills. We may charge you for paper bills (see our [Price Lists](#)).
- 10.9. Our online billing service allows you to check your account details and bills on a secure page using a unique user identification and password (**Online Service**). We will send you an email each time we issue a new bill.
- 10.10. We will send you emails and/or paper bills using the current e-mail or postal address that we hold for you. Please ensure that you notify us of any changes to this.
- 10.11. We will send your bill in large print or Braille format if you ask us to when you subscribe for the Service, or if you ask Customer Services to do so at any time.

10.12. Call and Broadband Usage Charges

- 10.12.1. You can find all call Charges, and call charging procedures in the [Price Lists](#).
- 10.12.2. You are responsible for the cost of all calls made from your telephone line, made by you, by another person or by a computer.
- 10.12.3. We may limit the amount of call Charges you can incur. We will try to let you know if you go over this limit. If you do go over this limit, we may:
 - a. Ask for advance payment towards call costs; and/or
 - b. Ask that you pay any outstanding Charges immediately; and/or
 - c. Bar your calls.
- 10.13. You must pay the following Charges by the date set out in each bill we send you:
 - 10.13.1. **Broadband and/or line rental Charges** - these are paid in advance;
 - 10.13.2. **Calls made from your telephone line and any call features used** – paid in arrears.
 - 10.13.3. **Usage Limit** - the Charges for any data usage above the Usage Limit, as set out in the Price Lists, paid in arrears.
 - 10.13.4. **New Line Provision** - you must pay us the Charges as set out in the Price Lists. The Charges may vary depending on whether we need to reactivate a stopped line or install a new telephone line. We may require payment of the Charges for New Line Provision in advance. Alternatively, we may add those Charges to your next bill.
 - 10.13.5. **Any additional one-off services** - eg engineer call-outs, as shown in our Price Lists. We will tell you in advance if you need to pay any Charge for those services and what the Charge will be (either in total, or at an hourly rate). If you agree to receive those services, we may require payment in advance. Alternatively, we may add the Charge to your next bill.
 - 10.13.6. **VAT** - VAT is charged at the rate that is applicable on the date on which your bill is created so we may need to change the Charges accordingly. We will try to make sure that any changes we make to the Charges reflect the changes to the VAT rate, but they may not match exactly as we may need to round Charges up or down.

- 10.14. We will remind you if you fail to pay any Charges on time. If you do not pay promptly after we have reminded you, we may:
- 10.14.1. stop you making calls (except to the emergency services);
 - 10.14.2. stop you accessing the internet; or
 - 10.14.3. suspend or cancel the Service. We may charge you if we choose to reconnect your line.
- 10.15. If you fail to pay Charges on time, you may incur a late payment charge. See the [Price Lists](#) for further details.
- 10.16. We may need to instruct a debt collection agency to collect the outstanding Charges from you. If we do have to do this, we may charge you a fee towards our debt recovery expenses.
- 10.17. You are responsible for your previous supplier's charges. You are responsible for checking your contract with your old service provider and paying for any ongoing charges or termination charges imposed by that service provider. Those charges will be in addition to our Charges.

11. Call barring and restriction of home phone or broadband use

- 11.1. We may bar your calls or restrict your access to your Broadband Service if:
- 11.1.1. You fail to pay any bill promptly after we have sent you a reminder;
 - 11.1.2. There is (or we suspect there is) an unusual amount of activity by you via indirect access (which is where you have access to another service operator's network, for example by using "IA" access codes);
 - 11.1.3. The number of calls from your line or the destination of calls changes significantly;
 - 11.1.4. You exceed your Broadband Usage Limit;
 - 11.1.5. You go over any limit that we put on the amount of call Charges you can run up;
 - 11.1.6. You break the terms of this Agreement; or
 - 11.1.7. We reasonably think it is necessary, for example, where there is high usage on an account.
- 11.2. We will try to tell you before we bar your calls or limit or restrict your access to your Broadband Service, but this may not always be possible. If we cannot tell you beforehand, we will tell you as soon as we reasonably can.
- 11.3. We may also bar you from making premium rate calls when you first start to receive the Service.
- 11.4. We may bar your premium rate calls at any point during the term of this Agreement. In particular, we may prevent you from spending more than £240 per calendar month on premium rate calls and more than £40 for any single premium rate call, or we may bar you from making any premium calls.
- 11.5. If your use of the Service is affected by call barring, you may ask us to change this by contacting our Customer Services. We will decide whether or not to remove call barring. If we do decide to remove call barring, we may need you to make a payment in advance to cover any monies you owe us or to cover call charges.
- 11.6. **Emergency Calls**
- 11.6.1. The Home Phone Service allows calls to be made to the 999 and 112 emergency services numbers and provides the location from which the

emergency call has been made. You will still be able to make calls to emergency services if we have barred your calls. You will not be able to make calls to the emergency services if your Broadband Service is cancelled and you do not arrange for a replacement provider.

- 11.6.2. Please note that in the event of a power cut, you will be able to make calls provided you are using a corded phone. If you are using a handset that requires power or are making a call over the internet, such as video calling application, you will not be able to get access and you will need to make provision for this.
- 11.6.3. You will not be able to make calls to emergency services if your telephone line is unavailable (for example because the telephone network is interrupted by a flood, storm or similar event).

12. Our right to cancel suspend or restrict the Service

12.1. Without fault by you

- 12.1.1. We may cancel the Service immediately if we can't provide it to you including for the reasons stated below:
- For Home Phone, this may be because we cannot arrange for the transfer of your telephone line, we cannot get access to your premises (for New Line Provision), if you fail a credit check or for any other unforeseen reason preventing us from providing the Service.
 - For Broadband, if we are unable to provide the Home Phone part of the Service to you.
 - For either Service, if we are no longer able to provide the Service due to a withdrawal of, all or part of, the network services by our network supplier.
 - We will look to provide you with a Broadband and Home Phone Service, if these are not available in your area then you may still be offered the best alternative Services available in your area which may use different technologies.
- 12.1.2. Save as set out at section 12.1.1 and 12.1.3, we may cancel the Service (or any part of it) at any time after the end of the Minimum Term (if applicable) by telling you at least 30 days in advance of the date of cancellation.
- 12.1.3. We may also cancel the Service (or any part of it) by telling you as soon as we can if an agreement between us and a wholesale supplier is terminated or expires.

12.2. Where you are at fault

- 12.2.1. We may cancel the Service (or any part of it) immediately if:
- You fail to pay any bill promptly after we have sent you a reminder;
 - You breach a material term of this Agreement, in particular sections 6 (What we will both do) and 10 (Charges and Billing);
 - We find you have given us false information or acted fraudulently; and/or

- d. Bankruptcy proceedings are brought against you, you do not make payment of a court judgment on time, you make an arrangement with your creditors, or any of your assets are seized.

12.2.2. If we cancel your Service for any of the reasons at section 12.2.1 during the Minimum Term, you must pay us the Early Termination Charge, shown in the [Price Lists](#).

12.3. Our rights to suspend

- 12.3.1. We may suspend the Service or part of it, or delay any New Line Provision, immediately if:
- a. We or any network operator or service provider needs to carry out repairs, maintenance or introduce new aspects to the Service;
 - b. We are told to do so by the Government, the emergency services or any other lawful authority;
 - c. You breach a material term of these Terms and Conditions (as described in section 12.2.1);
 - d. An agreement between us and a wholesale supplier is terminated or expires;
 - e. You fail to pay any bill promptly after we have sent you a reminder or you exceed your credit limit; or
 - f. we have a right to do so elsewhere in this Agreement.
- 12.3.2. Unless we suspend the Service or part of it or delay any New Line Provision because of something you do or fail to do, we will try to restore the Service or proceed with the New Line Provision (as applicable) as soon as possible.

12.4. What happens if the Service is suspended or cancelled?

- 12.4.1. If we suspend or cancel any part of the Service, we may refund any Charges you have paid in advance for the Service you are unable to receive. We will deduct this refund from your next (or final) bill. If your account is in credit, we will arrange payment of the outstanding amount to you.
- 12.4.2. However, if we suspended or cancelled the Service (or any part of it) because of something you did (or failed to do), we may charge a reconnection fee if we restore the Service.
- 12.4.3. If you are a Broadband customer, and we cancel this Service, we may at our discretion offer to transfer you to Home Phone only. If you agree to this transfer, you must then pay the Charges for Home Phone.
- 12.4.4. If you are a Broadband customer and we suspend Home Phone, then the Broadband Service may not work while the Home Phone is suspended.
- 12.4.5. If we and/or you cancel all parts of the Service, your Agreement will automatically terminate.

13. What rights and remedies will you have against us?

- 13.1. If our negligence causes death or personal injury, we accept responsibility and there is no limit on our liability. We also accept responsibility for our fraud or fraudulent statements.
- 13.2. Apart from responsibility we accept under section 13.1, we limit our liability to you to a maximum of £5,000 for any one incident or series of related incidents.
- 13.3. Apart from responsibility we accept under 13.1 and 13.2, we will not be liable for:
 - 13.3.1. any loss that could not have been reasonably expected by you and us at the time of entering into this Agreement,
 - 13.3.2. any financial loss (including any loss of income, commercial or business loss)
 - 13.3.3. any information which is lost or corrupted, or any damage or loss suffered or incurred by you as a result of
 - a. Any use of the Service which breaks this Agreement (including any use of the Service for commercial or business purposes);
 - b. Any alterations made to the Service or any equipment by anyone other than us;
 - c. Any fault in (or failure of) any equipment used with the Service (whether or not provided by us) or any antivirus software or other security features, except where this is a direct result of our fault or neglect;
 - d. Any use of the Equipment for any purpose other than in connection with the Service;
 - e. Any use of the Service with any equipment which does not carry the “CE” mark, which is not compatible with the Service or which is not connected to the Service and/or used in accordance with any published instructions and/or applicable safety and security procedures; and/or
 - f. Our cancellation or suspension of the Service in accordance with these Terms and Conditions except as set out in section 12.4
 - 13.3.4. Your rights under consumer law are not affected by anything in this Agreement. For more information about these rights, contact your local Citizens Advice Bureau or Trading Standards Office.

14. Events beyond our control

- 14.1. We are not responsible for events beyond our reasonable control e.g. network failures, war, terrorist activity, riots, malicious damage, fire, flood, storm, nuclear accident or compliance with any new law, rule, regulation or direction.
- 14.2. We might have to suspend or cancel the Service (or part of it) as a result of events beyond our reasonable control, although we will try to avoid this. If we do have to suspend or cancel all or any part of the Service that you could not receive, we may refund any Charges which you paid upfront (see section 12.4 for details).

15. Moving home

- 15.1. You must tell Customer Services at least 15 days before you move home. If you don't, you will be responsible for Charges incurred at your old address until 15 days after you tell us about your move.

- 15.2. If you cancel your Service because you are moving home, your rights to cancel under section 5 will apply.
- 15.3. If you move your existing Service or if you amend your Service (eg Fibre Broadband downgraded to Broadband) to your new address, any remaining Minimum Term under your existing Agreement will be cancelled. A new Minimum Term will apply to your Service from the date the Service goes live at your new address.
- 15.4. When you contact us to move your Service we will give you an estimate of how long the transfer will take. We will try to meet this estimate but we may need more time if we are waiting for other suppliers.
- 15.5. If you need New Line Provision to receive the Service at your new address, section 2.3 (New Line Provision) will apply.
- 15.6. We will try to switch all or part of your Service to your new home. If we can only switch part of your Service to your new home, we may offer to switch your Service to that part only or to the most suitable available Service. For example if Fibre Broadband is unavailable we may offer to transfer you to Broadband. We will ask you if you agree to this transfer before proceeding. If you agree, you will then pay the Charges for the Service you have agreed to transfer to.
- 15.7. If we can't switch all or part of your Service and/or you do not agree to transfer to another Service, we will cancel the Service from the date 15 days after you tell us about your move. This Agreement will be terminated, and any Charges paid in advance for the service which is no longer available to you will be refunded. This is unless the only reason we cannot continue to provide the Service is because you do not agree to install a new telephone line, in which case you may have to pay us an Early Termination Charge.
- 15.8. If you ask to keep your old number, and we are able to do this, then you may have to pay a Charge for this (see the [Price Lists](#)).

16. Support and maintenance services

- 16.1. If there are any problems with the Service you must immediately contact our Customer Services, who will try to solve these for you.
- 16.2. You agree to give our Customer Services representatives any help they reasonably ask for to solve the problem. If they can't, or you don't provide any help we reasonably ask for, we may have to call out an engineer, and you may have to pay an additional Charge for this.
- 16.3. If an engineer needs to visit your home, please ensure that you, or a person aged over 18 and authorised by you, is there at the time agreed to provide access to your home. If you do not, we may charge you a missed engineer appointment fee (see the [Price Lists](#) for details).
- 16.4. Please obtain the consent of your landlord or anyone else for our engineer to enter your home and install the new line. By allowing our engineer to enter your home, you confirm that you have obtained consent.
- 16.5. If you need to cancel an engineer appointment, please contact Customer Services by 2pm on the Working Day before your appointment or you will be charged a missed engineer appointment fee (see [Price Lists](#)).

- 16.6. We will try to ensure that the engineer's appointment is on your preferred date, although we cannot guarantee this. If an engineer is unable to keep an appointment, we will try to tell you as soon as possible.
- 16.7. You may have to pay an additional Charge for an engineer visit if the problem with the Service was caused by you doing or not doing something, by equipment owned or installed by you, or by any other reason outside our control. See the [Price Lists](#) for applicable Charges.

17. Changes to this Agreement

- 17.1. We may change the Service, the Charges or this Agreement at any time and we'll publish them on our Website. If we believe you will be caused significant disadvantage by any change we will notify you of that change at least 30 days before it takes effect. We may do this by publishing the change on our Website, by advertising in the press, by giving you written notice by post or by email, or by sending a message with your bill.
- 17.2. If we cannot publish the change at least 30 days before it takes effect we will publish the change as soon as we reasonably can. This may be because the change is necessary for network security, a regulatory change at short notice, one of our suppliers makes changes to its service at short notice, or a telephone network provider increases its call charges at short notice.
- 17.3. If you are caused significant disadvantage by any change, you may cancel the relevant part of the Service (see section 5.3 for more details about how to do this).

18. Your personal information

- 18.1. We are registered with the Information Commissioner's Office as required under data protection legislation. We take your privacy very seriously and the personal information which you provide to us will be used in accordance with our main Privacy Policy and our Telecoms Privacy Policy.
- 18.2. Where you have previously consented, we will contact you to tell you about products, service and events we and our partners believe may be of interest to you. This will include using your billing data to offer you other electronic communications services available from us. We will only contact you in the ways you have given us permission for. You may stop marketing communications at any time by contacting us. Please see our main Privacy Policy on how to do this.
- 18.3. You agree that when you apply for the Service we may check your records at credit reference and fraud prevention agencies and continue to make periodic searches to manage your account with us. When credit reference agencies receive a search request from us they will place a search footprint on your credit file that will be viewable by other organisations. This applies whether or not your order proceeds or the Service is cancelled.
- 18.4. Credit reference agencies supply to us public (including the electoral register) and shared credit and fraud prevention information. If you tell us you have a spouse or financial associate, you agree that we may check their records at credit reference and fraud prevention agencies and link your records with theirs. You agree that you are authorised to disclose personal information about them for this purpose. Credit reference agencies will also link your records with the records of your spouse or financial associate. These

links will remain on your and their files until you or they successfully file for a disassociation with the credit reference agencies to break that link.

- 18.5. You agree that we may send the information we collect when you subscribe for the Service to credit reference agencies, and that they may record that information. You also agree that we may give details to them about your account and how you manage it. If you do not pay us in full and on time, credit reference agencies may record the outstanding debt. Credit reference agencies may supply this information to other organisations to perform checks, trace your whereabouts and/or recover debts that you owe. Records remain on file with the credit reference agencies for six years after they are closed. If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to fraud prevention agencies and other organisations involved in crime and fraud prevention.
- 18.6. We may send information we collect to debt recovery agencies if you do not pay your bills, under section 10.16.
- 18.7. Please see our Telecoms Privacy Policy for more information on the credit reference, fraud prevention and debt collection agencies we use and for further details about how these agencies use your personal information.

19. Complaints and dispute resolution

- 19.1. We aim to provide you with the highest quality of service. If you are unhappy with any aspect of the Service then please contact our Customer Services.
- 19.2. You can find details of our complaints and dispute handling procedures in our Code of Practice at www.shellenergy.co.uk/info/policies/privacy, or by contacting our Customer Services. Our Code of Practice is for Fixed Line Telecommunications Services including Premium Rate Services and Non-Geographic Numbers.
- 19.3. If you are still unhappy eight weeks after raising your complaint, or if we have sent you a letter telling you that we are unable to resolve your complaint, you can complain about us to the Ombudsman Service. You can find out more at www.ombudsman-services.org/communications or by calling them on 0330 440 1614.

20. Other matters

- 20.1. If we wish to transfer our rights or obligations under this Agreement to someone else, you agree that:
 - 20.1.1. we may do so provided that the transfer does not affect your rights or otherwise significantly disadvantage you; and
 - 20.1.2. after we notify you of the date of the transfer, your only rights under or in connection with this Agreement will be against that other person and not us.
- 20.2. You can transfer your Service to someone else by contacting Customer Services. Unless we have a good reason not to agree to do this, we will enter into a new Agreement with that person once they have completed the Order Form. On the date that the new Agreement with that person starts, we will cancel your Agreement with us and send you a final bill.
- 20.3. If any court or other competent authority finds any part of this Agreement cannot be enforced, the other terms of this Agreement will still apply.
- 20.4. This Agreement is made under the laws of England and Wales. Any unresolved dispute between us will only be decided in the courts of England and Wales unless:

- 20.4.1. you live in Scotland in which case Scottish law applies and Scottish courts can decide; or
- 20.4.2. you live in Northern Ireland, Northern Irish law applies and the Northern Irish courts can decide.