



Shell
ENERGY

Broadband and Phone terms and conditions

For customers who signed up to Broadband and Telephony Services on or after 17 June 2022

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Introduction

1. **Who we are:** We're Shell Energy Retail Limited of Shell Energy House, Westwood Business Park, Westwood Way, Coventry, England, CV4 8HS. We're registered in England and Wales with company number 05070887. Everyone knows us as Shell Energy.
2. **What these terms and conditions are for:** These are the terms and conditions which apply to all residential customers when they take a telephone or broadband service from us. The agreement between us and you ("Your Agreement") is made up of the following:
 - This Introduction
 - The Contract Summary document which will be provided to you before you enter into Your Agreement and which sets out some of the key terms of Your Agreement
 - The Contract Information document which will be made available to you before you enter into Your Agreement and which sets out some of the key terms of Your Agreement
 - Part A Customer Terms and Conditions
 - Any applicable terms from Part B – Service Terms and Conditions
 - Our Price List (available at www.shellenergy.co.uk/broadband-terms)
 - Our latest Privacy Policy (available at www.shellenergy.co.uk/broadband-terms)
 - Our latest Fair & Acceptable Use Policy (available at www.shellenergy.co.uk/broadband-terms)
 - Our latest Customer Complaints Code of Practice(available at www.shellenergy.co.uk/broadband-terms)
 - The latest version of any other policy we tell you about or which we publish on our website
3. **Contacting each other:** If we need to contact you we'll use your billing address, email address, telephone number or any other method agreed between us. You can contact Customer Services in the following ways:

(a) By post at:
Shell Energy Broadband
Shell Energy House
Westwood Business Park,
Westwood Way,
Coventry,
CV4 8HS; or

(b) By calling Customer Services on 0330 0945801 during the hours of Monday–Friday 8am–8pm, Saturday 9am–4pm; or

(c) By email at: broadband.support@shellenergy.co.uk;

4. **If you require special assistance:** If, for example, you have disabilities or are of a pensionable age, we are able to offer additional services. For more details, please refer to our Vulnerable Customer Policy (available at www.shellenergy.co.uk/broadband-terms) or contact Customer Services.
5. **What words mean in these terms:** Some of the words and phrases in these terms and conditions have special meanings. Those words are explained below:
"Account" means your account for Services with us;

"Additional User" means any individual you nominate, and who consents, to have access to and manage your Account on your behalf. You are responsible for the acts or omissions of your Additional Users;

"Broadband Service" means the high speed access to the internet provided in accordance with the particular type of product and Service supplied to your Premises via our Network Partner in accordance with the terms of your Agreement and consisting of either our standard copper and fibre broadband or our Full Fibre broadband as defined in Part B, Clause 3;

“Call Service” means the Service that we provide to you that allows you to make and receive telephone calls in accordance with the terms of your Agreement and any additional telecommunications services requested by you which, for the avoidance of doubt, may include without limitation international access;

“Charges” means:

(a) the charges you pay for a Service or an Optional Feature;

(b) Early Termination Charges; and

(c) any other Charges payable under your Agreement

as amended from time to time;

“Commencement Date” means the date(s) upon which we commence our supply to you of one or more elements of the Service. This date will be communicated to you by us. This date is not guaranteed but Call Service shall be deemed to be ‘active’ from midnight on the day before your Commencement Date;

“Cooling Off Period” means the statutory cooling off period as set out within Part A clause 3;

“Early Termination Charges” means the charge to compensate us for our losses if you cancel or terminate your Service during the Minimum Period. Details of this charge are set out in the Price List;

“Full Fibre Install Charge” has the meaning as defined within Part B, clause 3.3

“Line Rental Charges” means our rental charges as amended from time to time in the Price List;

“Line Rental Service” means the line rental service provided to you by us, which allows you to obtain from us the telephone line(s) on which you make and receive your calls or connect to the internet via our standard telephone and broadband service.

“Minimum Period” means the term from your Commencement Date to a date a specified number of months after that - usually 12 or 18 months. The Minimum Period will be specific to the Service you choose and agreed at the time your Order is placed; **“Network”** means as the context requires either the public switched telecommunications, internet protocol packet Network and/or a wireless telegraphy link by means of a cellular radio system operated by a Network Operator;

“Network Partner” or **“Network Operator”** means, the wholesale supplier such as TalkTalk Communications, Openreach or such other company or companies from time to time that operate a fixed line or mobile Network or 'virtual' Network, which can be accessed for communication purposes;

“New Line Install Charge” has the meaning as defined within Part B, clause 1.10

“New Phone Line” has the meaning as defined within Part B, clause 1.8

“Optional Features” has the meaning as defined within, Part B, clause 1.1

“Order” means any order that you submit to us for the Service;

“Premises” means the UK premises where we agree we shall provide you with the Service;

“Price List” means the online location where the Charges for the Service, as amended by any relevant Promotional Terms and Conditions, can be found;

“Promotional Terms and Conditions” means any special terms and conditions we may offer in respect of a Service.

“Router” means the high-speed wireless router together with any ancillary equipment (which may include microfilters, wireless USB adapters and other peripheral equipment) that we, or our authorised distributors, may sell or supply to you when you subscribe to the Broadband Service that enables you to connect your computer to the internet;

“Service” means all or any of the residential communication services we are providing as further described at Part B;

“Shell App” means the Shell application for access to Shell Go+ which is available to download from the Apple App Store or Google Play Store;

“Shell Energy Fuel Saving” the percentage saving on Shell fuel available to you in accordance with clause 15;

“Shell Go+” means the Shell rewards and benefits programme (for further information please visit www.goplus.shell.com);

“Telephony Service” means the Call Service and the Line Rental Service

“Transmission Speed” means the rate in either thousands of bits per second ("Kbps") or millions of bits per second ("Mbps") that data is transferred between the internet and the Router and excludes the rate at which data is subsequently transmitted between the Router and devices within the Premises via a wired connection or wifi;

“Working Day” means any day other than a Saturday, Sunday or public holiday in England, Wales, Scotland or Northern Ireland, as applicable;

Part A – Customer Terms and Conditions

1. Ordering the Service and Installation

1.1 When you order a Service from us you confirm that:

- 1.1.1 you are at least 18 years old;
- 1.1.2 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;
- 1.1.3 all information you have provided to us is true, accurate and complete; and
- 1.1.4 you will notify us of any changes to that information at any time by contacting Customer Services. We may need you to confirm those changes to us in writing. In particular, you will ensure that you update us on any change to your address, email address and telephone number so that you continue to receive important service communications from us.

1.2 We may ask you for proof of identity or address, and we may carry out credit checks on you. Please see clause 12 for further details. We can administer your Account as we believe reasonable depending on the result of that or any future credit check. This may include applying different payment terms to your Account. We may use information from, or supply information to, outside agencies for credit assessment purposes.

1.3 The availability of certain Services is dependent on the outcome of your credit check.

- 1.4 You may not be accepted for a Service if you owe money to another part of our business (for example, if you are late paying us the charges due under any energy contract you may have with us).
- 1.5 We'll try to provide the Service without delay, but we cannot guarantee the exact Commencement 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.
- 1.6 The availability of the Service or certain parts of it will depend on where you live. We may need to conduct checks to ensure that the Service is available at your Premises.
- 1.7 For some parts of the Service we, or our partners, may have to perform tests or carry out a survey of your property before we can connect your home to the Service. To do this we may need access to your property or to temporarily deactivate your telephone line. If we do, we'll contact you to arrange a suitable time. If additional work is required, this may take longer than the initial set-up time provided and there could be additional costs. We'll contact you to confirm what additional work is needed, how much this will cost, and how long this will take before undertaking any work. If you don't want to proceed with your Order based on this, you will be able to cancel your Order and no Charges will be applied to your Account.
- 1.8 Installation of some parts of the Service, including installation of equipment inside or outside of your home, may require us to conduct excavation and construction work up to and within the boundary of your property. This may require the consent of others, e.g. a landlord or your neighbour if, for example, you share a driveway. You're responsible for ensuring these consents are obtained before we install, or a third party on our behalf installs, the Service, including equipment. By allowing the engineer to enter your home, you confirm that you have obtained all necessary consents. If you fail to obtain these consents, we may end part or all of the Service or your Agreement, remove our, or our third party's, equipment and recover from you our reasonable costs, e.g. engineer costs.

2. When does the Service start and how long does it last?

- 2.1 Your Agreement will begin on the date that we accept your Order. Unless clauses 3.4 or 3.5 apply, the Service itself will start on the Commencement Date.
- 2.2 If for any of the reasons specified in either clause 3.4 or 3.5 the Service is not available and does not start on the Commencement Date we may terminate your Agreement without liability.
- 2.3 Your Agreement will last for the Minimum Period which is the minimum period of time that you commit to receive and pay for the Service unless it is cancelled under clause 3 of Part A. We'll confirm the Commencement Date and the Minimum Period after you have placed your Order. You may be charged an Early Termination Charge if you end your Agreement before the end of the Minimum Period depending on the circumstances set out in clause 3 of Part A of your Agreement. Details of the Early Termination Charge can be found in our Price List.
- 2.4 If we agree to renew, change or upgrade any Service, a new Minimum Period may apply from the date of that renewal, change or upgrade. We'll let you know if this is the case.

3. Cancellation or suspension of the Service

3.1 If you change your mind and cancel within the Cooling Off Period

3.1.1 You have the right to cancel your Order within 14 days starting from the day after the day on which your Agreement has been entered into. We call this the Cooling Off Period and you can do this by contacting us via any of the methods detailed at clause 3 of the Introduction to these terms and conditions or by completing the cancellation form which can be found on our website. You won't be charged an Early Termination Charge, but if you've agreed to, and we have already started to provide the Service by the time you cancel it, you'll have to pay us the full cost of the Services you've received and the cost of any installation work we may have carried out up to the point when you notify us.

3.1.2 If we've provided you with a Router as part of the Service, and you cancel within the Cooling Off Period:

(a) You must return the Router to us within 14 days of the cancellation date using the pre-paid returns envelope which we will provide you with. We will accept proof of postage as proof that you have sent us the Router.

(b) If you fail to return the Router in accordance with this clause we may charge you for the cost of the Router. This may be more than the price you paid for the Router initially, for example, if you were given a discount for agreeing a Minimum Period. Please see the Price List for further details.

(c) If the Router is returned later than the 14-day period, we may refund you for amounts already paid for the Router. We reserve the right to reduce the refund if there is any damage or if the value of the Router is less than the original charge.

3.2 If you cancel outside the Cooling Off Period but within the Minimum Period

3.2.1 Unless clause 3.2.2 applies if you want to cancel the Service after the Cooling Off Period but before the Minimum Period has ended, you may have to pay us an Early Termination Charge (see the Price List for details).

3.2.2 If you want to cancel the Service before the Minimum Period has ended as a result of a change we make other than a change of the type described at clause 11.4.1-11.4.3, then you may do so without having to pay an Early Termination Charge provided that clause 3.2.3 does not apply and that you notify us of your cancellation within 30 days of us telling you about the change.

3.2.3 You may have to pay an Early Termination Charge if you want to cancel the Service before the Minimum Period has ended if a change we make is because of any of the following:

(a) we increase your Charges because we are required to do so by law or because any regulatory authority requests or requires a change to any aspect of our pricing, including to reflect a change in the rate of VAT or other applicable taxation charge or levy, which affects your Charges directly or our pricing structure generally; or

(b) we increase your Charges by an amount calculated by multiplying your Charges by a percentage comprised of: the annual percentage increase in the rate of inflation as measured by Consumer Price Index (CPI) as published by the Office for National Statistics in January of that year plus up to 3% such price increase taking effect on or after 17 June in 2022 and on or after 1 April in all subsequent

years or, if the CPI figure is negative, and we increase your Charges by up to 3%. For example, if you are paying £20 per month, and the January CPI figure is 2%, we may apply an increase of up to 5%. At 5%, your monthly price would increase to £21 after 1 April. If, however, the January CPI figure is -2%, we may apply an increase of up to 3%. At 3%, your monthly price would increase to £20.60 after 1 April. For details see our Annual CPI Price Increase Guide. If we increase the Charges in accordance with the foregoing you will not be entitled to cancel your Agreement during your Minimum Period without paying an Early Termination Charge.

3.3 If you cancel outside the Cooling Off Period and outside the Minimum Period

3.3.1 You may cancel the Service after the Cooling Off Period and after the Minimum Period has ended by telling Customer Services at least 30 days in advance. We will refund any charges you have paid in advance for the period after the end of that 30 day period. You will not be charged the Early Termination Charge.

3.4 If we cancel where there is no fault on your part

3.4.1 We may cancel the Service or any part of it at any time after the end of the Minimum Period by telling you at least 30 days before the date of cancellation. You will not be charged the Early Termination Charge.

3.4.2 We may cancel the Service immediately at any time if we cannot provide it to you for any of the following reasons where you are not at fault. You will not be charged the Early Termination Charge if:

- (a) we are unable to arrange for the transfer of your telephone line or access your Premises to conduct any necessary installation work or if for any other reason we are unable to conduct any necessary installation work;
- (b) the Service includes our standard Broadband Service and Telephony Service and we are unable to install or provide either of those Services;
- (c) 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;
- (d) you fail a credit check. Please note that in these circumstances you may be offered an alternative Service;
- (e) you live outside our Network area or we are otherwise unable to provide the Service at your address;
- (f) your current service provider prevents you from receiving the Service;
- (g) there are incompatible products on your telephone line;
- (h) it has not been possible to complete the installation of the Service within 30 days after the start of your Agreement; or

(i) for any other unforeseen reason preventing us from providing the Service.

3.5 If we cancel because you are at fault

3.5.1 We may cancel or suspend your Agreement or any aspect of the Service immediately at any time if:

(a) you have missed any payments that you owe us, or you fail to pay any bill for our Charges promptly after we have sent you a reminder. In these circumstances, we may, in addition, report any non-payment to credit referencing agencies and / or fraud prevention agencies which may affect your credit rating;

(b) you, anyone you authorise to deal with us on your behalf, or any of your Additional Users act in a way towards our staff or agents which we reasonably consider to be inappropriate;

(c) we find that you have given us false information including false credit information, or we have reasonable grounds to suspect fraud or any other unauthorised activity;

(d) you breach a material term of your Agreement in particular clause 6 (What we will both do) or clause 8 (Charges and Payment). If we ignore your breach, or if any aspect of the Service is suspended, we can still end your Agreement if you breach it again or if the Service is suspended;

(e) Bankruptcy proceedings are brought against you, you do not make payment of a court judgment on time, you enter into an IVA or similar credit agreement or you make an arrangement with your creditors, or any of your assets are seized;

(f) if at any time our Network Partners cease to provide services such that we are unable to continue to provide any of the Services to you;

(g) in the event of any apparent technical fault or issue with your Service you fail to allow us reasonable opportunity to resolve the fault or issue or to follow our reasonable instructions to undertake diagnostic tests reasonably requested by us with a view to resolving the fault or issue;

(h) you fail to provide us with access to your Premises in order to conduct any necessary installation maintenance or repair work in order for us to provide the Service;

(i) you spend more than £240 in any calendar month on premium rate calls or more than £40 for any single premium rate call.

3.5.2 If we cancel your Agreement or any Service under clause 3.5.1 within the Minimum Period we may require you to pay us the Early Termination Charge and we will not refund any Charges or other payments you have made. Please see our Price List for further details.

3.6 Where we suspend the Service

3.6.1 In addition to the circumstances set out at clause 3.5.1 we are able to suspend the Service or part of it immediately for any of the following reasons:

- (a) We or any network operator or service provider needs to carry out technical repairs, maintenance, enhancement or emergency work, 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) An agreement between us and a wholesale supplier is terminated or expires;
- (d) we have a right to do so elsewhere in your Agreement.

3.6.2 Unless we suspend the Service or part of it or delay any installation work because of something you do or fail to do, we will try to restore the Service or proceed with the installation work (as applicable) as soon as possible.

3.7 What happens if the Service is suspended or cancelled?

3.7.1 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 for our Charges. If your Account is in credit, we will arrange payment of the outstanding amount to you.

3.7.2 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.

3.7.3 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.

3.7.4 If you are a Broadband customer and we suspend Home Phone, then the Broadband Service may not work while the Home Phone is suspended.

3.7.5 If we and/or you cancel all parts of the Service, your Agreement will automatically terminate.

3.8 General Provisions

3.8.1 Upon cancellation of your Service 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.

3.8.2 If the Early Termination Charge applies, we may charge this amount directly to any Credit or Debit Card the details of which you have given to us or alternatively apply this to your next bill for our Charges. By entering into your Agreement, you are authorising us to do this. Please see our Price List for further details.

4. Call barring and restriction of phone or broadband use.

4.1 We may bar or restrict your calls or restrict your access to the Broadband Service if:

4.1.1 you fail to pay any bill for our Charges promptly after we have sent you a reminder;

4.1.2 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);

4.1.3 the number of calls from your line or the destination of calls changes significantly;

4.1.4 you go over any limit that we put on the amount of call Charges you may incur;

4.1.5 you break the terms of your Agreement;

4.1.6 we are obliged to comply with an order or request of the UK Government, the emergency services organisation or other competent authority;

4.1.7 we have reasonable cause to suspect fraudulent use of a payment card, whether a Credit or Debit Card or otherwise;

4.1.8 where we monitor activity on the Network in accordance with this condition, we identify an unexpected peak in use of the Service due to, for example, higher than usual call volumes, unusually high rates of calls to premium numbers or unusual usage of Service, which indicates fraudulent use of the Service that the Account holder may not be aware of; or

4.1.9 we reasonably think it is necessary, for example, where there is high usage on an Account.

4.2 We will try to tell you before we bar your calls or limit or restrict your access to the 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.

4.3 We may also bar you from making premium rate calls at any point during the term of your 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.

4.4 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.

5. Engineer visits, faults, service and maintenance.

- 5.1 If there are any problems with the Service you must immediately contact Customer Services, who will try to solve these for you.
- 5.2 You agree to give our Customer Services representatives any help they reasonably ask for to solve the problem. This may include asking you to undertake diagnostic tests to help identify the fault. 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.
- 5.3 We will be responsible for faults arising out of any act or omission by us or faults due to fair wear and tear on your line. In the case of our regular broadband and telephone service, we will not be responsible for any fault or wear and tear on any part of your line beyond the master socket inside your home. You will be responsible for the reasonable costs of engineer call outs, replacement equipment and/or labour charges if, for example, the problem is with your home wiring, your equipment, or if our Network has been damaged within the boundary of your Premises (see the Price List for details).
- 5.4 You will take all reasonable care to ensure that the Service, including any equipment we provide to you, are kept in good working order. You must not modify or in any way interfere with any equipment we provide to you.
- 5.5 If an engineer needs to visit your Premises, 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 List for details).
- 5.6 You agree to obtain the consent of your landlord or anyone else for our engineer to enter your Premises to conduct any necessary installation or repair work including any permission to cross land or install equipment on property owned by someone else. By allowing our engineer to enter your Premises, you confirm that you have obtained these consents.
- 5.7 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 List).
- 5.8 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 List for applicable Charges.

6. Using the Service – What we both will do

- 6.1 When we provide the Service we will use the reasonable skill and care of a competent service provider but we cannot guarantee that the Service will never be faulty or without interruptions. This is because the Networks, which allow you to access the Service, may be provided by other third party companies over which we do not have control. We may also 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 clause 9). Please see clause 5 which explains what happens 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 make every effort to ensure the security of your communications using the Service. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications may pass over third party Networks over which we have no control.
- 6.5 If it is necessary to take steps to maintain Network integrity or prevent Network degradation we may change your Service, (including without limitation, your broadband Transmission Speed) or manage your use of, or access to the Service as required in the circumstances. Reasons may include but are not limited to, any circumstances where you are running an application or program that places excessive bandwidth demands on the Service for continued periods. We will only reduce your broadband transmission speeds for the period of time absolutely necessary to ensure Network integrity and prevent further Network degradation.
- 6.6 The Service is for residential use. It must not be used for any commercial or business purposes or for any activities not reasonably expected of someone using the Service for residential domestic purposes.
- 6.7 You acknowledge and agree that your use of the Services, or anyone you authorise to use the Service, must be in compliance with any relevant laws that apply and the terms set out in this condition.
- 6.8 You will be registered as the primary user but you can nominate Additional Users to manage your Account.
- 6.9 You must comply with any instructions we give you about the Service and you acknowledge that we, our authorised contractors or our agents may give you instructions from time to time which we (or they) believe are necessary for health, safety or the quality of other telecommunications services provided to you by us.
- 6.10 You agree not to use the Service (or allow the Service to be used):
- 6.10.1 in any way which breaks any law, regulation or rule in force in England and Wales, Scotland or Northern Ireland as appropriate;
 - 6.10.2 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;
 - 6.10.3 In any way which does not comply with our Fair & Acceptable Use Policy; or which damages or may damage our name and/ or reputation;
 - 6.10.4 In any way 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;
 - 6.10.5 for commercial or business purposes, including advertising and marketing purposes.

- 6.10.6 to artificially inflate traffic, send, communicate, knowingly receive, upload or download data or make any calls in such a way or in such amount that you know or ought reasonably to know may have a material adverse effect on the integrity of the Network (or any part of it) or impact on other customers' services;
- 6.10.7 to intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data;
- 6.10.8 to prevent legitimate users from using or enjoying the benefit of the Broadband Service or any other similar service, including but not limited to, attempts to 'flood' the Network or to disrupt users from connecting to, accessing or using the Broadband Service (also referred to as Denial of Service Attacks);
- 6.10.9 for the purposes of intrusion, or attempts to intrude, into the equipment and systems of any third party, or the mounting of any harassment campaign, including Denial of Service Attacks; or
- 6.10.10 for any purpose which we may reasonably notify you of, from time to time, due to the introduction of new legislation or applicable regulations;
- 6.11 You agree that you will not behave in an obscene, threatening, abusive or hateful manner to any of our staff.
- 6.12 You may be provided with online security tools and/or software as part of your Service. Please see the Price Lists for details about this. Shell Energy is not responsible for any consequences of your failure to employ appropriate security measures to prevent unauthorised access by any third party to the Broadband Service.
- 6.13 The use of any software provided by us will be subject to the terms of any relevant end user licences or other agreements which are reasonably required by the owners of such software and that we have brought to your attention.
- 6.14 We may provide you with access to a free emergency video relay service (EVR) enabling customers using British Sign Language (BSL) to communicate with the emergency services via a dedicated URL link on our website. We cannot guarantee the efficacy of the EVR or that it will never be faulty or without interruptions. This is because the EVR service itself and the Networks which allow you to access the EVR are provided by other third party companies over which we do not have control.

7. Equipment provided by us

7.1 If your Service includes the Home Phone Service, you will need a functioning telephone, or another device which allows you to use the Telephony Service. We do not provide you with this equipment and we are not responsible for any equipment you may use.

7.2 Any equipment or Router that you connect to any part of the Service must:

- 7.2.1 carry the European Consumer Equipment Standards “CE” mark or an equivalent UK government standard;
- 7.2.2 not harm the Network or any other customer’s equipment;
- 7.2.3 be connected and used in accordance with its instructions and any applicable safety and security procedures; and
- 7.2.4 only be connected using either a standard telephone socket or a connection point approved by our suppliers.
- 7.3 To take advantage of our call line identity service (which displays the number of incoming calls) you will need compatible equipment.
- 7.4 To use the Broadband Service (including our standard copper, fibre and Full Fibre Service) we will provide you with a Router which we will post to you subject to your making payment of the postage costs which can be found in our Price List. The Router is not supplied as being capable of being used to access any other internet service. 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. Before you connect the Router to your computer, you should back up or save any data on your computer. We are not responsible to you if you lose any data.
- 7.5 Subject to any initial Charge we may have made for the Router you can use the Router free of charge for as long as you subscribe to the Broadband Service. However, the Router remains the property of Shell Energy or our suppliers. The software in the Router and in any other equipment provided to you by us or on our behalf for use with the Broadband Service is also owned by or licensed to Shell Energy or our suppliers. You agree to take reasonable care of the Router and use it only for the Broadband Service and in accordance with the instructions.
- 7.6 You must connect the Router in accordance with any instructions which we or any of our suppliers give you. If you use any extra equipment for the Service which is not supplied by us, you use it at your own risk. We may not be able to provide support for that equipment.
- 7.7 If you or we cancel the Broadband Service, regardless of whether you are inside or outside the Minimum Period, we may ask you to return the Router 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 for the cost of the Router as shown in the Price List.
- 7.8 Please contact Customer Services if the Router develops a fault while you are a Shell Energy customer. Please see clause 5 for further details of what you must do to help us investigate the fault.
- 7.9 If we cannot resolve the issue and you have given us the reasonable help we require, and we decide that the Router is faulty, we will replace the faulty Router free of charge. If we do this, or if we agree that you can return the Router to us for any other reason, you will need to return the Router to us using the pre-paid returns envelope which we will provide you with. We will accept proof of postage as proof that you have sent us the Router. If we do not receive the Router back within 30 days after you notify us of the fault, and you have not provided proof of postage, we may charge you for the replacement Router. For further details regarding the price of the Router, please see the Price List.

- 7.10 Any replacement equipment supplied by us will be new or 'as new' (previously used equipment that has been refurbished by the manufacturer or its authorised agent).
- 7.11 Please see clause 3.1 for details of what you must do with the Router if you cancel within the Cooling Off Period.
- 7.12 Please contact Customer Services if you want to purchase additional equipment from us to use with the Broadband Service. If you do make a purchase, see clause 9 for your rights and remedies that will apply. You may also have to agree to separate terms and conditions with the manufacturer of the equipment.

8. Charges and payment

- 8.1 The Charges shall be effective from the Commencement Date for the Service. You must pay all the Charges incurred by you, or any person using the Service.
- 8.2 You are responsible for the payment of all Charges including the cost of all calls made from your telephone line, made either by you, by another person or by a computer.
- 8.3 You agree to pay us the Charges on time and in the way we have agreed with you. Usually within 30 days of the Commencement Date, we will prepare and send to you a bill for our Charges. You will then normally receive a bill for our Charges every month although we have the right to send you a bill for our Charges at any time. Please note these Charges may change from time to time. Charges include VAT. You will only be advised of the total amount of the Charges as part of your overall Telephony Service unless you have requested itemised billing (for which we may charge you extra). Telephony Service Charges will be calculated in accordance with our Price List
- 8.4 If you provide us with a valid email address, you will receive your bills in electronic form free of charge. We reserve the right to charge you an additional amount for providing you with paper bills (please see the Price List for details). However, we can provide bills in alternative formats for customers with a disability or those who are of pensionable age. Please see our Code of Practice or speak to Customer Services for additional information.
- 8.5 The Broadband Service Charges, Line Rental Charges, certain Call Service Charges and Optional Feature Charges will be billed monthly in advance. Monthly charges incurred for periods of less than one month will be calculated on a pro rata basis. Calls made using any Call Service will be billed monthly in arrears.
- 8.6 You may choose any available payment method when you subscribe to the Service and you may change it at any time by contacting Customer Services. We reserve the right to make an additional Charge if you pay by a method other than direct debit. Please see our Price List for further details. 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. You agree that you are responsible for the Charges even if your chosen method of payment fails. All bills must be paid to Shell Energy or such other entity as we may notify to you from time to time unless we agree to an alternative payment method. If you pay your bill by direct debit we shall collect each bill payment from the bank account you register with us on the payment due date shown on your bill.
- 8.7 It is your responsibility to ensure that you have sufficient funds in your bank or building society to pay us.

- 8.8 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).
- 8.9 You agree that where you pay your bills by direct debit, we may use your direct debit instruction to charge you for any payment due to us under any agreement you have with us.
- 8.10 If you pay your bills by direct debit and your direct debit fails, our system will make a further direct debit attempt in 7 days. If this still fails you may be removed from direct debit and will be responsible for paying your bill by another method.
- 8.11 If we agree to a payment method other than direct debit under clause 8.6 then please note that your Charges may increase. If a direct debit is dishonoured or cancelled we shall be entitled to pass on to you any third party charges we incur and in addition, we may suspend or terminate your Service. We shall also be entitled to charge you a monthly administration fee for each month in which your direct debit is dishonoured or not reinstated following cancellation.
- 8.12 If you have provided unauthorised payment or other details, we can suspend provision of the Service without giving you notice. This does not affect our right to end your Agreement under clause 3.
- 8.13 If you miss any payments you owe to us for the Service we may charge you a reasonable fee as set out in the Price List. We may also 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 together with the fees charged by any debt collection company we use as set out in the Price List. We will send you a reminder or call you before applying any late payment fees or instructing a debt collection company.
- 8.14 If you make a payment by cheque or direct debit which is rejected by the issuing bank because you either instruct your bank to stop the payment or you do not have enough money in your bank account we may charge you a returned cheque/direct debit fee as set out in the Price List.
- 8.15 Upon termination of any Service for whatever reason all sums outstanding and any Charges arising as a result shall be treated as a debt and shall become immediately due and payable.

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

9.1 We accept responsibility for, and there is no limit to our liability, for the following:

- 9.1.1 Where our negligence causes death or personal injury.
- 9.1.2 Where we are fraudulent or make fraudulent statements.
- 9.1.3 Where damage is caused to a device because of digital content provided by us as part of your Agreement.

9.2 Apart from responsibility we accept under clause 9.1, we limit our liability to you to a maximum of £5,000 for any one incident or series of related incidents.

9.3 Apart from responsibility we accept under clause 9.1 we will not be liable for:

- 9.3.1 any loss that could not have been reasonably expected by you and us at the time of entering into your Agreement;
- 9.3.2 any financial loss (including any loss of income, commercial or business loss);
- 9.3.3 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 your 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 (or the equivalent), 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; or
 - (f) Our cancellation or suspension of the Service except where we are specifically liable as set out in clause 3.
- 9.3.4 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. 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 will refund any Charges which you paid upfront (see clause 3 for details).

9.4 Your rights under consumer law are not affected by anything in your Agreement. For more information about these rights, contact Ofcom, your local Citizens Advice Bureau or Trading Standards Office.

10. Moving Home

- 10.1 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.
- 10.2 If you move your existing Service to your new address or if you amend your Service (eg Full Fibre Broadband downgraded to Broadband) any remaining Minimum Period under your existing Agreement will be cancelled. A new Minimum Period will apply to your Service from the date the Service goes live at your new Premises.
- 10.3 If as a result of moving home you do not move your existing Service but instead cancel your existing Service your rights to cancel under clause 3 will apply.

- 10.4 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.
- 10.5 If you need a New Phone Line to receive the Service at your new address, you must have a working telephone line in your home. We may need to reactivate a stopped line or install a new telephone line which we call New Phone Line for you to be able to use the Service.
- 10.6 We will at your request 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 Full 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.
- 10.7 If we need to change your Service or we can't switch all or part of your Service and you do not agree to transfer to another Service, we will cancel the Service from the date 30 days after you tell us about your move. This Agreement will be terminated, and unless clause 10.8 applies you will not have to pay us an Early Termination Charge.
- 10.8 In the circumstances described in clause 10.7 if the only reason we cannot continue to provide the Service is because you do not agree to install a new telephone line and you cancel your Service you will have to pay us the Early Termination Charge.
- 10.9 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 List).

11. Changes to your Service and to this Agreement

- 11.1 The Broadband Service is variable. We can change, replace or withdraw Services at any time. For example, we can vary the maximum speeds or capacity of your chosen product.
- 11.2 We may change the Service, the Charges or your Agreement at any time and we'll publish details of those changes on our website. If the Charges are decreased, then this shall be reflected within your next bill for our Charges.
- 11.3 We may increase your Charges by an amount not exceeding CPI + 3% in any one year subject to clause 3.2.3. If we do so we will notify you of that change at least one month before it takes effect.
- 11.4 If we make any change other than a change which:
- 11.4.1 is exclusively to your benefit; or
 - 11.4.2 is of a purely administrative nature and has no negative effect on you; or
 - 11.4.3 is directly imposed by law; or
 - 11.4.4 is as provided for by clause 11.3

We will notify you of that change at least one month before it takes effect. You will then have the right to cancel your Agreement with us without paying the Early Termination Charge. Please see clause 3 for more details about how to do this and any limitations that apply.

11.5 If we make a change to something important that we think you need to know about but that does not fall under clause 11.3 or 11.4 we will normally notify you of that change at least one month before it takes effect. If we cannot inform you of the change at least 30 days before it takes effect we will inform you of 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.

11.6 If we withdraw your Service in accordance with clause 11.2, we will move you on to the nearest equivalent Service(s), unless you notify us that you wish to move to another Service within 10 working days of receiving our notification. If this happens during your Minimum Period, the Charges relating to your relevant Service will not increase before the end of your Minimum Period (other than where we change the Charges under clause 3.2.3).

12. How we use your personal information

12.1 We will only use your personal information as set out in our Privacy Policy available at www.shellenergy.co.uk/broadband-terms

12.2 Please see our 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.

12.3 Any calls you make to Customer Services may be recorded and so you hereby grant us, or our agents, the right to monitor or record your calls, emails or SMS for our lawful business purposes, such as quality control and training, to prevent unauthorised use of our telecommunications systems, to ensure effective systems operation and in order to prevent or detect crime.

12.4 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 our Privacy Policy for more information.

13. Resolving problems and complaints

13.1 We aim to provide you with the highest quality of service. If you are unhappy with any aspect of the Service then please contact Customer Services.

13.2 You can find details of our complaints and dispute handling procedures in our latest Complaints Code of Practice or by contacting Customer Services.

13.3 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.

14. Other important terms

- 14.1 If we wish to transfer our rights or obligations under your Agreement to any company, firm or person, you agree that:
- 14.1.1 we may do so provided that the transfer does not affect your rights under your Agreement in a negative way; and
- 14.1.2 after we notify you of the date of the transfer, your only rights under or in connection with your Agreement will be against that other person and not us.
- 14.2 Your Agreement is personal to you. You may not transfer your rights or obligations under your Agreement to anyone else other than any close relative, spouse etc who resides at the same Address and subject to our agreement. Please contact Customer Services if you wish to do so. On the date that the new Agreement with that person starts, we will cancel your Agreement with us and send you a final bill. No other third party is entitled to benefit under your Agreement except pursuant to clause 14.1. You may appoint Additional Users who you authorise us to provide information to and/or otherwise act on your behalf in relation to the Services. We will treat the instructions of those Additional Users as though they were given by you.
- 14.3 If any court or other competent authority finds any part of your Agreement cannot be enforced, the other terms of your Agreement will still apply.
- 14.4 Your 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:
- 14.4.1 you live in Scotland in which case Scottish law applies and Scottish courts can decide; or
- 14.4.2 you live in Northern Ireland, Northern Irish law applies and the Northern Irish courts can decide
- 14.5 Where we are required under your Agreement to give you notice in writing, we can give you this notice by letter or by email. We will send notices using any of the contact details you have given us for this purpose (including, unless you tell us otherwise, to your primary email address).
- 14.6 You must provide us with current, accurate contact details which we will use to communicate with you regarding the Service and your Agreement. You must keep this information up-to-date.
- 14.7 Unless otherwise stated, if you give us any notice that is required under your Agreement (other than to end your Agreement) it should be via one of the methods specified at clause 3 of the Introduction to these terms and conditions.
- 14.8 Any notice you give to us including to end your Agreement where you have a right to do so (other than where you are exercising your right to cancel during your Cooling Off Period for which see clause 3) must be given via one of the methods specified at clause 3 of the Introduction to these terms and conditions. We will process notice given by this means as soon as reasonably practicable.
- 14.9 If any provision of your Agreement is found to be invalid or unenforceable, the remaining provisions will continue to apply.
- 14.10 If either you or we fail to exercise a right we may have under these terms and conditions, it does not mean that right is waived.

15. Shell Go+

- 15.1 As a Shell Energy customer, you may be eligible for our exclusive rewards, including the Shell Energy Fuel Saving, available via Shell Go+.
- 15.2 You will not automatically join Shell Go+ when you become a customer. To benefit from Shell Go+ rewards, you must sign up to the Shell App. Alternatively, please visit www.goplus.shell.com and request a membership card.
- 15.3 If you join Shell Go+ and your Service has started then you will be eligible for the standard Shell Go+ rewards plus an exclusive Shell Energy fuel saving of 3% off the cost of Shell fuel up to a maximum of 60L per Premises per calendar month or such other Shell Energy fuel saving as specified within your Price List.
- 15.4 Your Shell Energy Fuel Saving can only be redeemed at participating UK Shell petrol stations against the 4 main types of Shell fuel (V Power and main grade petrol and diesel) and LPG. Unless otherwise stated it may not be combined with any other sale, promotion, discount, code, coupon or offer.
- 15.5 Your Shell Energy Fuel Saving allowance will be refreshed on the 1st of each calendar month. If you do not use your Shell Energy Fuel Saving in any given month then it will be lost and cannot be rolled over and used in another month.
- 15.6 Only one Shell Energy Fuel Saving is available per Premises per calendar month, even if you are both an energy and broadband / telephone customer.
- 15.7 Subject to clause 15.8, the Shell Energy Fuel Saving may only be redeemed by the Account holder or such other person nominated by the Account holder through the Shell Go+ registration process.
- 15.8 If, as a household, you are both an energy and a broadband customer but the Accounts are held in different names, then the energy Account holder will, unless otherwise agreed between the Account holders, have priority when applying for the Shell Energy Fuel Saving.
- 15.9 You must provide an active valid email address to register with and benefit from Shell Go+.
- 15.10 Shell Go+ rewards cannot be reloaded, resold, transferred for value, redeemed for cash or applied to any other Shell Energy or Shell Go+ Account. Shell Energy and Shell Go+ take no responsibility if access to the Shell App or membership card is lost, stolen, destroyed or used without permission.
- 15.11 If you leave Shell Energy, then you will no longer be entitled to receive the Shell Energy Fuel Saving. However you can still continue to benefit from the wider Shell Go+ rewards programme.
- 15.12 Should you fail to pay any amount owed to us in accordance with the terms of your Agreement, or fall into a debt recovery path, we reserve the right to withdraw your Shell Energy Fuel Saving. You will be considered to be on a debt recovery path for the purposes of this clause if your outstanding debt is over 60 days overdue.

- 15.13 For further information about Shell Go+ and the associated rewards programme including full terms and conditions and privacy policy, please visit: www.goplus.shell.com.
- 15.14 Please see our Privacy Policy at www.shellenergy.co.uk/broadband-terms for further information on how we share your personal data with Shell Go+.

Part B – Service Terms and Conditions

1. Home Phone terms and conditions

- 1.1 Home Phone is the name of our Telephony Service which allows you to rent a telephone line from us and make calls. It is made up of both the Line Rental Service and Call Service. You can also receive additional Optional Features. For the full range of Optional Features, please see the Price List.
- 1.2 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.
- 1.3 You may have to pay additional Charges (see our Price List) for some services you received from your old service provider, such as caller divert and other subscriber or premium rate services. 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.
- 1.4 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.
- 1.5 You will be charged for each Optional Feature you choose from the time that it is provided to you. You will be charged either on a monthly subscription basis or on a per use basis, depending on your chosen Optional Feature(s). For Optional Feature services which are provided on a monthly subscription basis you must keep and pay for each Optional Feature for at least 30 days unless we tell you otherwise.
- 1.6 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 List). 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. You accept that you do not own any telephone number we make available to you under your Agreement.
- 1.7 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.
- 1.8 To have the Home Phone, you must have a working telephone line in your home. We may need to reactivate a stopped line or install a new telephone line which we call New Phone Line for you to be able to use the Service.

1.9 If the New Phone Line is required we may be able to reactivate your previous telephone number but we cannot guarantee this.

1.10 If you don't have a working compatible telephone line and we need to provide a New Phone Line we will tell you what Charges will apply in advance. If you decide to proceed, you will be charged a New Line Install Charge in accordance with our Price List. The New Line Install Charge only includes one telephone socket, which we may not be able to install in the position or room of your choice. The New Line Install Charge will be payable either in advance, or applied to your first or second bill. Shell Energy will not install or arrange for the installation of a New Phone Line where in our opinion extensive new line construction over and above standard needs is required.

1.11 On receipt of your application for the Home Phone, and provided you are eligible, we will begin the process to switch your telephone services to Home Phone. We will notify you in writing of the estimated activation date for Home Phone. If we need to send an engineer to your home to install the New Phone Line 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. Your Home Phone will normally take approximately 10 working days to be activated from the date you place your Telephony Service Order.

1.12 Please refer to clause 5 of Part A for further details of what to expect and what you must do if an engineer visit is required for the New Phone Line.

1.13 For the New Phone Line, 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 Install Charge.

1.14 If we can't install the New Phone Line at your home, we will refund any advance payment made for the Service and the New Line Install Charge, except for any missed engineer appointment fee we are entitled to charge you for.

1.15 You will be able to access the emergency services using 999 or 112 using the Home Phone free of charge except where you are using a cordless handset and the power supply is interrupted.

1.16 If your telephone line is faulty, please refer to clause 5 of Part A for details of what to expect and what you must do.

1.17 We may place restrictions on your use of the Home Phone. Please see clause 4 of Part A for further details.

2. Broadband terms and conditions

2.1 All our Broadband Service packages give you access to the internet for a fixed monthly price. We will provide you with free use of the Router but you may be charged a connection fee and a delivery Charge, which you can find in the Price List.

2.2 When you take any of our standard copper or fibre based Broadband Service packages, you receive both the Broadband Service and Home Phone Service (please see Part B clause 1 for the terms that apply to the Home Phone part of the Service). This does not apply if you take our Full Fibre Service. Please see Part B clause 3 for details of our Full Fibre Service.

2.3 In order to provide you with the Broadband Service, we may need to test your telephone line to ensure that the relevant Broadband Service is available in your area. Some features of the

Broadband Service 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. If the Broadband Service 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.

- 2.4 To receive our standard copper or fibre based Broadband Service, you will need a telephone line. This does not apply if you opt for our Data Only Full Fibre Service. For all Broadband Services you will need a computer or other such device of minimum specification. You are responsible for paying for any work that needs to be carried out on your telephone line past the master socket in your Premises in order to receive the Broadband Service. When we activate your Broadband Service you accept that there may be a temporary loss of your telephone line – this is usually no more than an hour but may be longer depending on the work necessary.

2.5 Broadband Speeds

2.5.1 We cannot guarantee the broadband speed that you will receive. The speed estimated at point of order may be different to what you actually receive. If you change Premises, the speed that you receive may change due to the Services that are available. Other factors, such as your proximity to your local telephone exchange will also impact on the Transmission Speed. We will advise you of the estimated speed you will receive at your new Premises when you notify us of the move.

2.5.2 You also accept that “upload speeds” will always be slower than “download speeds” and we can provide further details of the same upon request.

2.5.3 We cannot guarantee the rate at which data is transmitted via a wired connection or via the wifi signal between the Router and any connected devices. The actual speed you receive on your device is affected by a wide range of factors. These may include, but are not limited to the construction of your home; the positioning of your Router within the home; the number of devices connected to your hub at the same time and whether you’re using wifi or a wired connection.

2.5.4 For details of our Broadband Service packages, broadband speeds, and security features, please see our Price List and Fair & Acceptable Use Policy, or contact Customer Services.

- 2.6 Your Agreement will allow you to have unlimited downloads and no monthly usage limit but your use of the Broadband Service is subject to our Fair & Acceptable Use Policy. Please refer to Part A clause 6 for other terms relating to your use of the Service.
- 2.7 If you want to upgrade or downgrade the Broadband Service that you subscribe to (for example from copper to fibre or to increase the speed of the Broadband service) please contact Customer Services to check if this is possible.
- 2.8 If you are upgrading to one of our fibre Broadband Service packages from a copper based Broadband Service package, or if you are upgrading to our Data Only Full Fibre Broadband Service, we may need to send you a new Router. If so, you will need to return the old Router to us. Please see Part A clause 7 for details of how to do this.
- 2.9 A new Minimum Period will begin from the date we first begin providing a new Broadband Service to you. Please see clause 10 of Part A for details.

- 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.
- 2.11 We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the Broadband Service or the Router provided by us or on our behalf for use in conjunction with the Broadband Service by you or anyone you have allowed to use the Broadband Service.
- 2.12 If your Home Phone is disconnected for any reason, you will lose your connection to the Broadband Service and there may be a delay in being reconnected to the Broadband Service. If a re-connection fee is payable, we will tell you the amount of this fee before charging you. You will be charged for the Broadband Service throughout this period, unless the disconnection or delay in reconnection has been caused by us, our authorised contractors, or our agents.
- 2.13 Please see Part A clause 6 for details of the restrictions placed on your use of the Broadband Service.
- 2.14 Please see clause 3 of Part A for details of what to do if we've provided you with a Router and you cancel the Broadband Service within the Cooling Off Period.

3. Full Fibre terms and conditions

- 3.1 Full Fibre is the Broadband Service which offers a complete fibre-to-the-premises broadband solution to provide, where available, a voice-only Service (replacing a standard telephone service) and data-only Service (replacing our standard broadband service). If you opt for Full Fibre, all the terms of this clause 3 as well as clause 2 of Part B will apply unless stated otherwise.
- 3.2 Subject to the availability of either Service, you may opt for either or both of the voice-only Service and data-only Service of Full Fibre, but you'll need to live in an area within the UK which is enabled for Full Fibre. Please check our website for availability of all our plans.
- 3.3 Please refer to clause 1 of Part A for important information about availability and installation which may require us to conduct excavation and construction work up to and within the boundary of your property. Upon installation of our Full Fibre Broadband Service we will tell you what Charges will apply in advance. If you decide to proceed, you will be charged a Full Fibre Install Charge in accordance with our Price List. The Full Fibre Install Charge will be payable either in advance, or applied to your first or second bill.

3.4 Data Only Full Fibre

3.4.1 The Data Only Full Fibre Service is for customers who do not want a landline phone. You will not be able to make or receive any incoming calls on a landline phone. This includes calls to the emergency services. All existing services which are ordinarily dependent on a landline (for example certain household alarm or security systems or medical and personal safety equipment with a line of communication to the emergency services) will be unavailable. If you need to make calls, or access services that are otherwise dependent on a working telephone line, you will need to make alternative arrangements. For example the use of a mobile telephone, or we may be able to provide

a telephone line under a separate contract. If available, we may also be able to provide Voice Only Full Fibre Service. Please contact customer services for more information.

3.4.2 If you upgrade to Full Fibre from one of our other plans, or if you switch to us from another supplier and you currently have broadband with a landline, you may not later be able to revert back to your old service with a landline even if you cancel during your Cooling off period.

3.4.3 Once you've opted for Full Fibre Service, you may not later be able to retrieve the telephone number you had previously. This will also apply if you switch to a new provider.