



sse

Southern Electric  
Scottish Hydro  
SWALEC  
Atlantic

# General Terms & Conditions Broadband

February 2016

**These are our General Terms and Conditions for the Supply of the Broadband Service by SSE Retail Telecoms Limited (trading as "SSE Scottish Hydro", "SSE Southern Electric", "SSE Atlantic", "SSE" or "SSE SWALEC") to domestic customers.**

Please read the terms and conditions carefully so that you fully understand your commitments and our responsibilities.

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## 1. Definitions and Explanation

1.1. Please refer to this section for our definitions and explanations of terms used throughout this Agreement.

**"Acceptable Use Policy"** means our policy as published on our Website as updated from time to time;

**"Address"** means the address(es) you want your Service supplied to at the Start Date;

**"Agreement"** means (i) the application you've either signed, agreed on the telephone or completed online; (ii) these terms and conditions as updated from time to time and published on our Website; (iii) any Products and Prices document; (iv) Principal Product Information; (v) any special offer terms which we have confirmed apply to you and (vi) the product name and code as confirmed to you by us in writing. This Agreement shall commence in accordance with clause 2.2;

**"Broadband Product"** means the specific broadband product you choose, details of which (including Contract Period and Equipment) will be confirmed to you in writing;

**"Cancellation Period"** means the period of 14 calendar days from the day you receive your Welcome Pack;

**"Charges"** means the charges for the supply of the Service as calculated in accordance with the Products and Prices document (as updated from time to time in accordance with clause 16);

**"Contract Period"**: the minimum period of time for which you agreed to take the Service from us (as applicable to your specific contract package) commencing on the Start Date;

**"Customer Service E-mail Address"** means the relevant customer service e-mail address as stated in the Principal Product Information;

**"Customer Service Telephone Number"** means the relevant customer service telephone number as stated in the Principal Product Information;

**"E-account"** means your online account for the Service;

**"Equipment"** means the equipment provided to the Address for your use of the Service by us;

**"Fixed Term Contract"** means a contract for the Service which continues for an agreed period of time until the contract expires or is terminated early by either you or us;

**"Network Operator"** means as the context requires, the operator(s) of the telecommunications system that is used to provide the Service;

**"Non-Fixed Term Contract"** means a contract for the Service which continues on a rolling basis until it is cancelled by either you or us;

**"Ofcom"** means the Office of Communications (or any other competent successor body or authority);

**"Our"** means belonging to SSE Retail Telecoms Limited and/or our permitted successors and assignees;

**"Products and Prices document"** means the full product and pricing information for the Broadband Products comprising the Service as amended from time to time in accordance with clause 16 and published on our Website;

**"Principal Product Information"** means the summary, provided in your Welcome Pack, of the principal features and prices of the Service, as more fully described in the Products and Prices document;

**"Send"** means the sending of a document(s) by either post or e-mail (where applicable) unless otherwise stated;

**"Service"** means, as the context requires, the provision of internet service to residential premises in the UK which may vary according to your Broadband Product; or any other telecommunications service that we may provide to you pursuant to your Agreement and "Broadband Service" shall be construed accordingly;

**"SSE Group"** means SSE plc (a company registered in Scotland under Company Number SC117119 whose registered address is Inveralmond House, 200 Dunkeld Road, Perth PH1 3AQ) any company which is a holding company and/or subsidiary of SSE plc and any company which is a subsidiary of such holding company, where the terms "holding company" and "subsidiary" are defined in Section 1159 of the Companies Act 2006 as updated from time to time;

**"Start Date"** means the date(s) that we tell you (in advance) that the supply of the Service will start or as soon as possible thereafter;

**"We"** and **"Us"** means SSE Retail Telecoms Limited and anyone we wish to transfer this Agreement to in accordance with clause 15;

**"Website"** means the websites at [www.southern-electric.co.uk](http://www.southern-electric.co.uk), [www.hydro.co.uk](http://www.hydro.co.uk), [www.swalec.co.uk](http://www.swalec.co.uk), [www.sse.co.uk](http://www.sse.co.uk), [www.atlantic.co.uk](http://www.atlantic.co.uk) (as appropriate) and/or at another location advised by us to you in the Principal Product Information;

**"Welcome Pack"** means the initial pack which includes these terms and conditions, welcome letter and the Principal Product Information; and

**"Working Day"** means a day (other than Saturday or Sunday or a public holiday) on which banks are open for general business in London.

**"You"** means you, the customer with whom we have entered into this Agreement and other persons at the Address whose usage of the Service you shall be responsible for;

- 1.2. The headings in this Agreement are for your guidance only so do not affect the interpretation.

## General Terms and Conditions Relating to the Service

### 2. This Agreement

- 2.1. These terms and conditions are between you and SSE Retail Telecoms Limited (Company Number: 10086511)

Please read these terms and conditions carefully. These terms and conditions tell you who we are, how we will provide the Services and/or Equipment to you, how you and we may change or end the Agreement, what to do if there is a problem and other important information.

- 2.2. By entering into this Agreement, you agree that the Address is used only for domestic purposes.
- 2.3. Your Agreement with us will start if any of the following apply (subject to your right to cancel in accordance with clause 5):
  - a) when you correctly fill in the application form;
  - b) when we agree over the phone to supply you;
  - c) when you sign your Agreement in the presence of one of our representatives; or
  - d) for website applications, once you have clicked to agree that you accept these terms and conditions.

### 3. Supply of the Service

- 3.1. Our obligations to provide and to continue to provide the Service are conditional upon:
  - a) us agreeing to accept you as a customer for the Service;
  - b) us confirming that the Service is available at the Address and that we accept your application;
  - c) you providing (for the duration of this Agreement) suitable hardware, software and telecommunications equipment necessary to access and use the Service;
  - d) the Equipment being connected in accordance with the instructions supplied;
  - e) you having completed a Direct Debit mandate and application form;
  - f) you being at least 18 years old (or 16 years old in Scotland); and
  - g) you at all times complying with the terms of this Agreement.
- 3.2. We shall supply the Service to the Address with effect from the Start Date unless and until suspended by us in accordance with this Agreement or terminated by either you or us in accordance with this Agreement. The Start Date is an estimate only and we will not be liable to you for any delay in availability of the Service
- 3.3. We reserve the right to end this Agreement at any time prior to the Start Date for any reasonable reason and you will be notified in writing if we do so.
- 3.4. We shall exercise the reasonable skill and care of a competent telecommunications service provider and shall use reasonable endeavours to provide an uninterrupted Service; You accept that faults may occur from time to time and we shall have no responsibility to pay you compensation for any loss that could not have been reasonably expected.

- 3.5. We are responsible for loss or damage you suffer that can be reasonably expected as result of our material breach of this Agreement or our failure to use reasonable care and skill.
- 3.6. Whilst we provide the Service to you, you authorise us to act on your behalf and appoint us as your agent in all dealings with any Network Operator or service provider (as applicable) in connection with such Service.
- 3.7. We shall not be responsible if you are unable to use any part of the Service if your equipment is malfunctioning or incompatible with the Service. It is your responsibility to ensure your equipment is maintained in working order.
- 3.8. If you are unable to use the Service for any reason (except where this is caused by our failure to exercise reasonable skill and care or our material breach of this Agreement) you shall remain liable to pay the Charges.
- 3.9. Towards the end of the Fixed Term Contract, we may send you a written renewal offer. In this case and in the absence of an acceptance of the offer, the Fixed Term Contract will be terminated and replaced by a similar Non Fixed Term Contract and you accept that different charges may apply.

## 4. Set up of the Service and transfer from another supplier

- 4.1. If we take over or set up the supply of the Service you allow us to ask for information about your previous supply and disclose this information to all relevant parties in order to carry out our responsibilities.
- 4.2. You may have existing agreements for telecommunications services (e.g. line rental, calls or internet) with other service providers which have minimum notice periods in them. You are responsible for checking any such agreements and for paying any ongoing or termination charges you may be required to pay by other service providers. These will be in addition to our Charges.

## 5. Your Right to Cancel

- 5.1. You can cancel this Agreement without charge within the Cancellation Period.
- 5.2. On expiry of the Cancellation Period you may cancel a transfer of the Service without Charge up to the Working Day before the Start Date.
- 5.3. If you require the installation of a telephone line in order to receive the Service (a **"New Connection"**) and you cancel the New Connection of the Service after the Cancellation Period, charges may apply.
- 5.4. If you decide to cancel this Agreement, you may:
  - a) use the cancellation form provided to you in the Welcome Pack; or
  - b) write to us at SSE Retail Telecoms Limited, Talk & Broadband Team, PO Box 230, Havant P09 9DT; or
  - c) phone us on the Customer Service Telephone Number; or
  - d) e-mail us at the Customer Service E-mail Address.
- 5.5. If you make an express request to commence the supply of the Service before the end of the Cancellation Period, you acknowledge that you will be

responsible for the reasonable costs associated with the supply of the Service if you then cancel. Once the Service has started, you will lose your right to cancel without charge.

- 5.6. If you have already received the Equipment and cancel this Agreement, you are responsible for returning the Equipment without undue delay. You will be informed of the returns method when you contact us to cancel. You are responsible for the costs of returning the Equipment and we may charge you other associated returns costs. You must keep any Equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value as a result of damage or withholding of the Equipment by you.

## 6. Prices and Charges

- 6.1. Subject to clause 6.2, our prices for supplying the Service are set out in our Products and Prices document. Our Charges for providing the Service shall be effective from the Start Date and will be calculated in accordance with your Agreement.
- 6.2. We may also charge you for our reasonable costs that are not set out in our Products and Prices document which includes the following:
  - a) if any payments are late or any outstanding Charges are transferred to us we may charge you:
    - i. interest at the rate of 4% per annum above the current Bank of England base rate; and/or
    - ii. our reasonable costs of trying to recover overdue payments or Charges (including the costs that we incur at different stages to ask you to pay us the money you owe);
  - b) where you interfere with Equipment you will have to pay us or our agent's reasonable costs, for any work that we or they carry out in relation to the Equipment;
  - c) if we visit the Address to inspect, read or carry out work on the Equipment;
  - d) if we suspend, restrict, disconnect or reconnect your Service on your request (except where clause 21.1 applies or because of your breach of the this Agreement or other wrongdoing);
  - e) if a Direct Debit is dishonoured or cancelled we shall be entitled to pass on to you any third party charges we incur;
  - f) if we are allowed to under any telecommunication legislation and/or any regulation (including any other agreements, authorisations and codes or procedures that relate to us supplying the Service).
- 6.3. You must pay all the Charges incurred by you, even when such Charges exceed any agreed Service plan, and/or credit limit, unless this is caused by our failure to exercise reasonable skill and care or our breach of this Agreement.
- 6.4. We may vary the Products and Prices document at any time subject to clause 16.

## 7. Paying Your Bill

- 7.1. You agree to pay us for the Service you use from the Start Date and for other Charges which apply under this Agreement.
- 7.2. We'll send you bills and/or statements on a monthly basis (unless we agree otherwise) which will separately identify the Charges payable. For your information, we will send your first bill shortly after you have entered into this Agreement regardless of your billing frequency. You must pay these Charges in full and part payment will not release you from your obligation to pay.
- 7.3. You agree that all bills must be paid by Direct Debit unless we agree otherwise, in which case your Charges may increase. Charges are payable to SSE Retail Telecoms Limited or such other entity as we may notify to you from time to time. We still reserve the right to request that you pay for the Service by Direct Debit.
- 7.4. If you are entering into this Agreement together with other people (such as your partner), each person will be jointly and severally liable for any money owed to us. This means we will be entitled to claim all of the money owed from any person who has entered into the Agreement.
- 7.5. If you choose to dispute any amount then you must pay the undisputed amount, and once the dispute is settled, pay any amount that is still owed.
- 7.6. If you dishonour, or cancel your Direct Debit instruction we may alter your Charges accordingly and/or suspend or terminate the Service.

## 8. Security Deposit/Credit Threshold for the Service

- 8.1. We may apply a credit threshold to your account(s) for each billing period. If you exceed this limit we may ask for immediate payment and/or suspend all or some of the Service. You'll still be liable for all Charges which are due.
- 8.2. We may request a security deposit from you:
  - a) if you don't meet our credit criteria;
  - b) due to your conduct; or
  - c) if you fail to pay or are late in paying the Charges due.If you don't provide the security deposit requested we may suspend the Service and recover any costs reasonably incurred.
- 8.3. In addition to any rights we may have under this Agreement, any security deposit held may be used to offset any unpaid monies due to us.
- 8.4. Any security deposit held will be refunded to you when this Agreement ends, subject to any deductions we are entitled to make under this Agreement.

## 9. Suspension and Restriction of the Service

- 9.1. We can suspend or restrict any or all of the Service immediately for a number of reasons including:
  - a) if we need to carry out any maintenance, repairs or improvements related to the provision of the Service; or

- b) if you're in breach of any term of this Agreement; or
- c) if you're in breach of our Acceptable Use Policy; or
- d) if we or the Network Operator are required to do so by any regulatory or legal requirement, including the Government, Ofcom, any emergency service or any other competent body or authority; or
- e) for operational reasons, such as in reaction to security or integrity incidents or threats and vulnerabilities or other emergencies; or
- f) if the use of the Service is unusual; or
- g) if you're in breach of any legal and/or regulatory requirement, for example if you infringe any copyright legislation; or
- h) for reasons of health, safety or the quality of the Service; or
- i) if in our reasonable opinion, it is necessary or desirable to do so; or
- j) if you do anything which jeopardises the Service or any network to which you are from time to time connected; or
- k) if we're requested to do so by you and we, at our discretion, agree to such request; or
- l) if we or the Network Operator are subject to an event beyond our reasonable control; or
- m) if you've not used some or all of the Service for a period reasonably determined by us; or
- n) under any other provisions contained within this Agreement entitling us to do so.

- 9.2. If the Service is suspended or restricted as a result of your actions and/or omissions then:

- a) before we restore the Service we may request some form of security deposit;
- b) we may recover our costs incurred in connection with suspending and/or restoring the Service. (Unless otherwise agreed by us, such costs must be paid before the Service will be restored); and
- c) restoration of the Service is at our absolute discretion.

## 10. Ending this Agreement

- 10.1. The supply of the Service to the Address will be terminated:
  - a) on the date that the Service supplied to the Address is replaced by another broadband service(s); or
  - b) on the date 28 calendar days after you've given us notice (by letter, e-mail or telephone); or
  - c) on the date you no longer own or occupy the Address, provided you give us at least 28 calendar days' prior notice (by letter, e-mail or telephone).
- 10.2. We may end this Agreement, by written notice where possible, (or immediately where deemed appropriate) and recover any reasonable charges and/or debt

recovery costs incurred if:

- a) you breach this Agreement and fail to remedy such breach, if capable of remedy, within a reasonable period as determined by us; or
  - b) you haven't paid a security deposit when requested; or
  - c) we give you 28 calendar days' notice of our intention to terminate this Agreement; or
  - d) you fail any credit or fraud prevention check or we have good reason to suspect fraud or money laundering; or
  - e) we have good reason for believing that any information you have given us is false or deliberately misleading; or
  - f) you're the subject of insolvency or bankruptcy proceedings; or
  - g) we're unable to provide the Service for more than 28 calendar days for whatever reason; or
  - h) our contract with the Network Operator is terminated; or
  - i) there is a change in law or regulation or a competent authority requires the Service to be ceased or altered in any way.
- 10.3. If you've signed up to a Fixed Term Contract and we terminate this Agreement under any of clauses 10.2(a), 10.2(b), 10.2(d), 10.2(e) or 10.2(f) before the end of the Contract Period, then termination charges will apply as set out in the Products and Prices document.
- 10.4. If your telephone line is disconnected for any reason such that we can no longer provide you with our Service then this Agreement will terminate. The applicable termination charges are set out in the Products and Prices document.
- 10.5. If either we or you fail to fulfil any obligations under this Agreement (other than payment obligations) because of an event or circumstance outside your or our reasonable control, that failure will not be a breach of this Agreement for the duration of that event or circumstance. If this continues for a continual period of more than 3 months, then either you or we may terminate this Agreement by e-mail, letter or telephone without charge.
- 10.6. You shall at all times remain liable for all Charges due under this Agreement prior to the date of termination or the date that we have ceased to supply the Service, whichever is the later.
- 10.7. If we terminate this Agreement for any reason we will refund to you any Charges that you have paid in advance (if any) after deducting any termination charges or any other Charges which you must pay us under this Agreement. We will notify you of the termination charges and/or Charges due by you to us when we terminate the Agreement.
- 10.8. If we or you end your Service with us, you will be responsible for arranging another service provider if you wish to do so. Otherwise, you may be left without any telecommunications service.
- 10.9. The expiry or termination of this Agreement will not affect the accrued rights of either you or us existing before such expiry or termination.

## 11. Limitation of Liability

- 11.1. We don't limit or exclude liability for death or personal injury caused by our negligent acts or omissions.
- 11.2. If you suffer any loss or damage, our responsibility to you will be limited to a maximum liability of £100,000 in any calendar year.
- 11.3. We are responsible for loss or damage you suffer that can be reasonably expected as a result of our breaking this Agreement or our failing to use reasonable care and skill. Unless this Agreement states otherwise, we are not responsible for any loss or damage that cannot be reasonably expected under this Agreement.
- 11.4. We cannot guarantee that the Service or the Equipment we provide will never be faulty. Nothing in this clause 11 affects your statutory rights relating to Equipment which is faulty or has been described wrongly.
- 11.5. Notwithstanding clause 11.3, disruption due to technical failure, testing and/or maintenance being carried out by our Network Operator or a third party shall not be reasonably expected and we shall have no responsibility to pay you compensation arising from:
- a) any business or financial losses;
  - b) any loss or corruption of data;
  - c) any delay or failure to make time critical communications;
  - d) any delay or failure to complete transactions (including without limitation for the sale or purchase, hire of or dealing in goods, services, digital content, land, property, shares, bonds securities, or other financial products) conducted using the Service; or
  - e) any delay or failure to contact the emergency services.
- 11.6. For the avoidance of doubt and notwithstanding clause 11.3, we shall have no responsibility to pay you compensation for lack of Service or failure to deliver or receive any security alarm signals, due to:
- a) you using the Service negligently or in breach of this Agreement;
  - b) suspension of your account under clause 9;
  - c) failure arising from any misuse of the Service, the Equipment or your equipment by you; or
  - d) for reasons outside our control (including without limitation, disruption due to technical failure or testing and/or maintenance being carried out by our Network Operator, severe adverse weather conditions, industrial disputes or changes in legal and/or regulatory requirements).

## 12. Transfer of Information/Charges

- 12.1. You agree that we may receive or transfer (as the case may be) any information in connection with your Service:
- a) from a previous supplier to us;
  - b) by us to a subsequent supplier; and

- c) in accordance with any relevant legislation and/or regulation and we will be entitled to recover any outstanding Charges and any reasonable costs of doing so.

## 13. Use of Personal Information

- 13.1. This section explains how we use the information we collect about you when you buy the Service from us under this Agreement. We will tell you if we significantly change the information we ask for or the way we use it.

### How We Collect Information:

- 13.2. We may collect information about you when you use our website; correspond with us by phone, letter, email, SMS or otherwise; or in the course of providing you with services/products. We may receive information about you from third parties, such as Credit Reference Agencies.
- 13.3. Information we collect includes, but is not limited to, name, postal address, phone numbers, email addresses, date of birth, financial information (including bank account details), credit history, and information about use of our services/products, personal requirements and lifestyle.
- 13.4. We, our employees and/or our agents, contractors, and companies within the SSE Group, may use your information to:
- a) provide you with online services;
  - b) identify you;
  - c) detect and prevent crime, fraud or loss;
  - d) contact you (or authorise third parties to contact you), and administer your accounts, Service and products;
  - e) send contract fulfilment and other account or Service related information to you;
  - f) contact you to collect feedback, for example through surveys or questionnaires;
  - g) train our staff and improve our services and products
  - h) conduct and contact you in relation to market research; and
  - i) identify offers and payment advice tailored to your needs.

### Marketing

- 13.5. Unless you have asked us not to, we may contact you in writing, by phone and (where you have agreed) via e-mail or SMS, with information on other products and services that we, other companies within the SSE Group, and occasionally our carefully selected partners may offer, including but not limited to any of our loyalty programmes and promotions, competitions, customer surveys and questionnaires. We may, on occasion, use third parties to send our marketing communications to you.
- 13.6. You may opt out at any time from receiving marketing messages by writing to us at Customer Service, PO Box 7506, Perth, PH1 3AQ or calling the relevant Customer Service Telephone Number or e-mailing the Customer Service E-mail Address and giving your account details.

### Sharing

- 13.7. Your information may be shared between us and the following third parties:
- a) companies who provide, review and/or receive Service in relation to this Agreement;
  - b) regulatory bodies, for example our regulator, Ofcom;
  - c) companies or partner organisations which provide services in relation to, or use information as part of, market research;
  - d) the Network Operator; and
  - e) if we believe that you (or a member of your household) need assistance or extra care (for example, because of age, health, disability or financial circumstances), we may record this and use this information (for example, so that we can respond appropriately in the event of a fault) and may share your information with relevant support organisations.
- 13.8. We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they'll retain a copy of the search. Information from your application and payment details of your account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household and for debt collection and fraud prevention purposes.
- 13.9. We may also monitor and record any communications we have with you, including telephone calls e-mails and web chat, to make sure we are providing a good service and meeting our regulatory and legal responsibilities.
- 13.10. If you provide us with an e-mail address you agree that we may send contract fulfillment and other account information to you by e-mail. You agree to notify us of any change to your e-mail address as soon as reasonably practicable.

## 14. Information about the Service we provide and our Complaints Procedure

- 14.1. Details of our complaint handling process, including the availability of our independent dispute resolution service are set out in our Customer Complaints Code. This is available on our Website or by contacting us to request a copy on the Customer Service Telephone Number. The Customer Complaints Code is summarised in clauses 14.2 and 14.3.
- 14.2. If you have a complaint in relation to the Service call us on 0345 071 9890. If our adviser cannot help, please ask for a manager. If you remain unhappy, write to the Head of Customer Service team, PO Box 7506, Perth PH1 3QR or send an e-mail to [headofcustomerserviceteam@sse.com](mailto:headofcustomerserviceteam@sse.com)
- 14.3. If you are still unsatisfied and we agree that you can refer your complaint, before 8 weeks have passed, or if 8 weeks have passed since you first registered your complaint, you can contact Ombudsman Services: Communications (who are an independent body approved by Ofcom to investigate complaints) on 0330 440 1614 or e-mail: [enquiries@os-communications.org](mailto:enquiries@os-communications.org) or in writing to PO Box 730, Warrington, WA4 6WU.

- 14.4. Full copies of our codes of practice for the Service are available on our Website or by calling us on the Customer Service Telephone Number.

## 15. Assignment

- 15.1. This Agreement is personal to you and you may only transfer it to someone else with our written agreement.
- 15.2. We may assign, novate or transfer all or any part of our rights and/or our obligations under this Agreement and subcontract any of our obligations under this Agreement without your consent to another party (the "Transferee") provided that the Transferee shall be able to comply with the relevant rights and/or obligations so transferred. Your rights under this Agreement will not be affected.
- 15.3. On assignment, novation or transfer, we may hand over your security deposit to the Transferee.

## 16. Variation

- 16.1. We can vary these terms and conditions and the Products and Prices document. If we do this, we will make the updates available on our Website. You can request a paper copy by calling us on the Customer Service Telephone Number. If we vary this Agreement to your material detriment, then we'll write to let you know of the variation at least 31 calendar days before they begin to apply. If you do not wish to accept the variation, you have the right to terminate this Agreement during this notice period and no termination charges will apply. Otherwise the variation will apply commencing on the date they are made available on our Website.
- 16.2. We may need to vary these terms and conditions to meet legal and regulatory requirements and you agree to us doing this.
- 16.3. We may need to vary the Charges from time to time if there is a change to the applicable rate of value added tax (VAT) on the Service or the imposition by the government or any applicable regulatory body of additional or alternative taxes or charges by statute, regulatory authority regulations or guidelines or otherwise. If the Charges are varied by virtue of this clause 16.3, you agree to us doing this.

## 17. Enforcement of Rights

- 17.1. We, and you, can enforce any rights and obligations under this Agreement even if there is a delay in doing so.
- 17.2. If this Agreement is found to be unenforceable in whole or in part by any court of law or other regulatory or competent body, this will not affect any other part of this Agreement.

## 18. Notices

- 18.1. Notices given by us under this Agreement will be in writing and delivered by hand, sent by post or by e-mail. We'll send notices to your billing address

or by e-mail (to the latest e-mail address that you provided). We'll assume you've received the notice 2 working days after we've sent it unless we receive evidence to the contrary. Unless otherwise stated in this Agreement, you must send notice(s) by post to: Telephone and Broadband Sales Processing and Registration, SSE Retail Telecoms Limited, Grampian House, 200 Dunkeld Road, Perth, PH1 3GH.

## 19. Third Party Rights

- 19.1. This clause 19 is only applicable if the Address is in England or Wales.
- 19.2. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## 20. Legislation and Statutory Obligations

- 20.1. No provision of this Agreement is intended to confer any right or impose any obligation which is incompatible with our statutory or regulatory rights and obligations. This Agreement shall be construed accordingly.

## 21. Emergencies, Security and Safety in relation to the Service

- 21.1. In the event that you suspect or are aware of any matter or incident that either causes danger or requires urgent attention in relation to the Service or affects or is likely to affect the maintenance of the security, availability and quality of the Service then you must immediately notify us by contacting us on the Customer Service Telephone Number.
- 21.2. You shall refrain from using the Service upon our instruction.
- 21.3. You undertake not to use or improperly deal with the Service or (if applicable) any Equipment so as to create a risk to health and safety, security or damage to property in respect of yourself or any other person.

## 22. Governing Law

- 22.1. If the Address is in Scotland this Agreement shall be governed by Scots Law. Any disputes arising shall be dealt with by the Scottish Courts.
- 22.2. If the Address is in England or Wales this Agreement shall be governed by the Laws of England and Wales. Any disputes arising shall be dealt with by the English Courts.

## 23. Further Conditions relating to the Service

- 23.1. You will not use the Service:
- a) for any improper, immoral or unlawful purpose; or
  - b) to send a communication which is, or is intended to be, a hoax to the Emergency Service or which is defamatory, offensive, abusive, obscene or menacing; or
  - c) to violate or infringe any rights of, or to cause inconvenience or



- anxiety to, any other person; or
- d) in any such way which may damage or affect the operation or quality of the Service or any telecommunications system (whether belonging to our Network Operator or otherwise).
- 23.2. You agree that you will not willfully, recklessly or negligently, damage or attempt to repair or interfere with your telephone line, Equipment or other equipment that is required to enable you to receive the Service from us.
- 23.3. You agree to look after the Equipment. You shall be responsible for ensuring that the Equipment is at all times kept safely and properly used at the Address. You undertake:
- a) to comply with the manufacturer's instructions and/or any other instructions which we have supplied and/or notified to you in relation to the Equipment;
- b) not to dispose of or deal with any of the Equipment in any way by, for example, trying to sell it or hire it to anyone else, or by putting it up as security for a loan, mortgage or charge, or allow any of the Equipment to be seized under any legal process;
- c) to not wilfully, recklessly or negligently, damage or attempt to repair or interfere with the Equipment or other equipment that is required to enable you to receive the Service from us;
- d) not to remove, tamper with or obliterate any words or labels on the Equipment; and
- e) to be responsible for any loss or damage to the Equipment, regardless of how it happens
- f) that you shall only use the Equipment at the Address.
- 23.4. You agree to the following additional obligations:
- a) not to transfer or sell any dialled number or IP address allocated to you by us;
- b) to take reasonable steps to ensure that no virus is introduced (by you or any other party) into the Equipment and/or connected telecommunication systems (we strongly advise you to install firewall and anti-virus software on your computer); and
- c) to maintain confidentiality of your login names, passwords and other confidential information relating to your access to the Service.
- 23.5. You acknowledge that in order for us to provide the Service you may have to accept and comply with licence terms required from time to time by third party providers of software, equipment or other materials. We will notify you of these at the appropriate time. If you do not wish to accept these licence terms, you have the right to terminate this Agreement within 30 days. No termination charges will apply and we will refund any Charges you have paid in advance, subject to clause 10.7.
- 23.6. Nothing in this Agreement shall transfer ownership of the Equipment, any number or IP address to you.
- 23.7. You shall notify us immediately if any part of the Equipment is lost, damaged (otherwise than by fair wear or tear) or destroyed and you agree to pay all reasonable costs we incur for replacing the Equipment. If the Equipment includes batteries you agree that you are responsible for ensuring these are recharged or replaced as required.
- 23.8. For safety reasons the Equipment must not be immersed in water nor used in such a way where the Equipment is likely to come into direct contact with water, steam or other liquids.
- 23.9. You hereby agree to give us (or our employees, agents, contractors or any person authorised by us) at reasonable and mutually convenient times (except in the case of emergencies) safe and proper access to the Address to execute any works in connection with the operation of the Service and the Equipment and to inspect, repair and remove any of the Equipment. If you do not give us access you accept that we may be unable to provide the Service and we will not be responsible for this or any loss arising therefrom. In this situation you will have to pay us the Charges for the period in which we are unable to provide the Service.
- 23.10. If you wish to use any other equipment that we have not supplied we cannot guarantee that the applicable Service will work with that equipment..
- 23.11. The Equipment will remain our property at all times unless otherwise notified to you by us in writing. The software in the Equipment and in any other equipment provided to you by us for use in conjunction with the Service is owned by or licensed to us. You must allow this software to be updated. Failure to do so may affect the Service and we will not be responsible for this or any loss arising therefrom. Updates will happen automatically at no extra charge.
- 23.12. Any Equipment provided by us for use in conjunction with the Service is not supplied as being capable of being used to access any other internet service.
- 23.13. You are responsible for obtaining any consents (for example from your landlord) necessary for installing a Broadband Service connection at the address and, if you have a security/ panic alarm (or anything else that may be affected by the installation of the Broadband Service), for confirming with the provider that the installation of the Broadband Service will not affect your panic/security alarm (or similar system).
- 23.14. You accept that you do not own any e-mail addresses that we have given to you. You also accept there may be good reasons why sometimes we may need to change the e-mail addresses given to you. We will do so only when it is reasonably necessary.
- 23.15. Where we provide you with e-mail facilities, web hosting or other Service that involve us providing storage space on our systems, we may impose limits (which we may vary from time to time in accordance with clause 16) on the storage space we provide to you in order to ensure the quality of the Service for you and other users. These limits may relate to the physical amount of web space or the number of mailboxes made available to you, e-mail messages that can be stored and/or the size of any attachments you can send. We may reject

or delete material that exceeds the relevant limit. We may also: (a) block receipt of e-mails ; and/or (b) archive or delete e-mails and/or attachments from, mailbox accounts which have not been used by you for a reasonable period of time or because you or we have terminated the Service. We will give you notice if we intend to do this and you will have a reasonable opportunity to move the stored e-mails and attachments to another location.

- 23.16. You agree to comply with the Acceptable Use Policy. We, or those authorised by us, may monitor your use of the Service to ensure compliance with this Agreement and the Acceptable Use Policy.
- 23.17. You accept that you do not own any IP address we make available to you under your Agreement. You agree not to transfer the IP address to anyone else or to try to do so. You accept that we may have to change your IP address. We will do so only when it is reasonably necessary or if we are requested to do so by Ofcom or another similar regulator. We will tell you before we change your IP address.
- 23.18. If you breach any term of this clause 23, you'll be liable for all liabilities, claims, damages, losses and costs we suffer as a result of your breach. This is regardless of the terms of Clause 11.

## 24. Risk

- 24.1. We accept responsibility as set out in clause 11. Otherwise, the use of the Service is at your own risk and subject to all applicable laws. We have no responsibility for any information, software, services or other materials you may obtain using the internet, including loss or damage caused by the introduction, presence or activity in your computer or the internet of any computer virus or hacker. In addition we reserve the right to block access to any information at our sole discretion.
- 24.2. Except for the responsibility we accept under clause 11, we shall have no responsibility for any damage or loss, howsoever caused, suffered by you or others as a result of the accuracy or otherwise of information provided by you. You are responsible for making and keeping a copy of your scripts, files, or data as a backup.
- 24.3. If you buy or sell (or hire, or deal with in other ways) goods or services online or by phone using the Service, we will not be a party to those agreements. We are not responsible for any losses, costs or damage you suffer as a result of any such dealings.

## 25. E-Account(s) (if applicable)

### Access

- 25.1. By (i) registering for an E-account and/or (ii) using your registered user name and password to access your E-Account and (iii) by registering your accounts for the Service against your E-Account, you consent to all users of your E-Account making binding decisions against all accounts that are registered against your E-Account(s).

- 25.2. By logging in to an E-Account, you confirm that you are either the E-Account holder or authorised to access the E-Account, and you are the account holder for all accounts that are registered against the E-Account or that you are authorised to access the E-Account and manage all the accounts registered and to make binding decisions for all persons registered against the accounts.
- 25.3. Where either clause 25.1 or 25.2 applies, you will be deemed to have agreed to the terms and conditions detailed in this clause 25.

### Your Account and Password

- 25.4. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you agree to treat such information as confidential. You agree not to disclose it to any third party.
- 25.5. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this clause 25.
- 25.6. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by calling us on the Customer Service Telephone Number or emailing us on the Customer Service E-mail Address and giving your account details.

### Viruses, Malware and Hacking

- 25.7. We will do everything reasonable to ensure that our Website will be secure and free from bugs or viruses, but it is in the nature of the Service that we cannot guarantee this. Our responsibility for this is limited as set out in clause 11.
- 25.8. You are responsible for configuring your information technology, computer programmes and platform in order to access our Service. You should use your own virus protection software.
- 25.9. You must not misuse any website by knowingly introducing any harmful materials (e.g. viruses or other material which is malicious or technologically harmful). You must not attempt to gain unauthorised access to any website, the server on which any website is stored or any server, computer or database connected through our Service. You must not attack any website (including but not limited to our Website or any website related or linked to it). By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Service will cease immediately.
- 25.10. We will not be liable for any loss or damage caused by a virus or other material which is malicious or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Service (including but not limited to you downloading of any content using our Service).

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