

# General Terms & Conditions for Phone

January 2020

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**. For ease of reference, all defined terms are in **bold**.

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

**Agreement** means (i) the application **you've** either signed, agreed on the phone or completed online; (ii) these terms and conditions as updated from time to time and published on our Website; (iii) any **SSE Detailed Phone Product & Price Guide**; (iv) any **SSE Phone Product & Price Guide**; (v) any special offer terms which **we** have confirmed apply to **you** and (vi) the product name as confirmed to **you** by **us** in writing. This Agreement shall commence in accordance with clause 2.3;

**Cancellation Period** means the period of 14 calendar days from the day **you** enter into this **Agreement**;

**Charges** means the charges for the supply of the **Service** as calculated in accordance with the **SSE Detailed Phone and Broadband Product & Price Guide**, for the avoidance of doubt this includes charges for calls that are not included in the package (dependent on **Phone Product** selected);

**Customer Service E-mail Address** means the relevant customer service e-mail address as stated in the **SSE Phone Product & Price Guide**;

**Customer Service Phone Number** means the relevant customer service phone number as stated in the **SSE Phone Product & Price Guide**;

**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**;

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

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

**OVO Group** means Ovo Group Ltd (a company registered in England under Company Number 08862063 whose registered address is 1 Rivergate, Temple Quay, Bristol BS1 6ED) any company which is a holding company and/ or subsidiary of Ovo Group Ltd 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;

**Phone Product** means the specific Phone product **you** chose, details of which will be confirmed to **you** in writing;

**Service(s)** means, as the context requires, the service where calls (including voice, and/or fax and/or text) from **your Address** are routed to and/or from **your** local exchange over the telecommunications system(s) and the provision of a fixed line rental service including access to emergency services and caller location information all as provided by the **Network Operator** so as to allow

**you** to make phone calls in accordance with **your Agreement**; or any other telecommunications service that **we** may provide to **you** pursuant to **your Agreement**;

**SSE Detailed Phone Product & Price Guide** means the full product and pricing information for the **Phone Products** comprising the **Service** as amended from time to time in accordance with clause 16 and published on **our Website**;

**SSE Phone Product & Price Guide** means the summary, provided in **your Welcome Pack**, of the principal features and prices of the **Service**, as more fully described in the **SSE Detailed Phone Product & Price Guide**;

**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. The Start Date is an estimate only and **we** will not be responsible for any delay in availability of the **Service**;

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

**We/SSE/our/us** means OVO (S) Retail Telecoms Limited whose registered address is 1 Rivergate, Temple Quay, Bristol, BS1 6ED (Company Number: 10086511) and anyone **we** transfer this **Agreement** to in accordance with clause 15;

**Website** means [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 a location advised by **us** to **you** in the **SSE Phone Product & Price Guide**;

**Welcome Pack** means the initial pack which includes these terms and conditions, welcome letter and the **SSE Phone Product & Price Guide**; 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.

- 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**.
- 2.2. 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.
- 2.3. **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; or
  - b) when **we** agree over the phone to supply **you**; or

- 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.
- 2.4. This **Agreement** will continue on a rolling basis until terminated by either party in accordance with clause 10.

### 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) **you** being a domestic consumer (and not a business) at a residential **Address**;
  - c) **us** confirming that the **Service** is available at the **Address** and that **we** accept **your** application;
  - d) **you** providing (for the duration of this **Agreement**) suitable hardware, software and telecommunications equipment necessary to access and use the **Service**;
  - e) the **Equipment** being connected in accordance with the instructions supplied;
  - f) **you** having completed a Direct Debit mandate and application form;
  - g) **you** being at least 18 years old (or 16 years old in Scotland); and
  - h) **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**.
- 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 responsible for paying the **Charges**.

## 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 relevant parties in order to carry out **our** responsibilities.
- 4.2. **You** may have existing agreements for telecommunications services (e.g. line rental, or calls or internet) with other service providers which have minimum notice periods in them. **You're** 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. **You** can cancel a transfer of the **Service** without charge up to 5pm on the **Working Day** before the **Start Date**.
- 5.3. If **you** require the installation of a phone line in order to receive the **Services** (a "New Connection") and **you** cancel the New Connection after the **Cancellation Period**, **Charges** may apply.
- 5.4. If **you** decide to cancel this **Agreement**, **you** may:
- use the cancellation form provided to **you** in the **Welcome Pack**; or
  - write to **us** at OVO (S) Retail Telecoms Limited, Phone & Broadband Team, PO Box 230, Havant P09 9DT. Alternatively, **you** may phone **us** on the **Customer Service Phone Number** or 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** 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** **SSE Detailed Phone Product & Price Guide**. **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 SSE Detailed Phone Product & Price Guide** 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
    - ii. **our** reasonable costs of trying to recover overdue payments or **Charges** (including the costs that **we** pay 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** (except where clause 21.1 applies) or because of **your** breach of this **Agreement** or other wrongdoing;
  - e) If a Direct Debit is dishonoured or cancelled, **we** shall be entitled to pass any charges **we** incur from a third-party to you;
  - 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 **SSE Detailed Phone Product & Price Guide** at any time subject to clause 16.

## **7. Paying Your Bill**

- 7.1. **You** agree to pay **us** for the **Service** from the **Start Date** and for other **Charges** which apply under this **Agreement**.
- 7.2. **We** will 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 won't 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** 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** will still be responsible 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; or
  - 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** after 12 months or 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** are in breach of any term of this **Agreement**; or
  - c) 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
  - d) for operational reasons, such as in reaction to security or integrity incidents or threats and vulnerabilities or other emergencies; or
  - e) if the use of the **Service** is unusual; or
  - f) if **you** are in breach of any legal and/or regulatory requirement, for example if **you** infringe any copyright legislation; or
  - g) for reasons of health, safety or the quality of the **Service**; or
  - h) if in **our** reasonable opinion, it is necessary or desirable to do so; or
  - i) if **you** do anything which jeopardises the **Service** or any network to which **you** are from time to time connected; or



- j) if **we** are requested to do so by **you** and **we**, at **our** discretion, agree to such request; or
  - k) if **we** or the **Network Operator** are subject to an event beyond **our** reasonable control; or
  - l) if **you** have not used some or all of the **Service** for a period reasonably determined by **us**; or
  - m) under any other provisions contained within this **Agreement** entitling **us** to do so.
- 9.2. If **we** restrict the Phone **Service** **you** can still make calls to the emergency services (999 and 112).
- 9.3. If the **Service** is suspended or restricted as a result of **your** wrongdoing or breach of this **Agreement** 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 phone service(s); or
  - b) on the date 28 days after **you** give **us** notice (by letter, e-mail or phone); or
  - c) on the date **you** no longer own or occupy the **Address**, provided **you** give **us** at least 28 days' prior notice (by letter, e-mail or phone).
- 10.2. **We** may end this **Agreement** (in whole or in part), 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** are the subject of insolvency or bankruptcy proceedings; or
  - g) **we** are 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 **your Phone** 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 **SSE Detailed Phone Product & Price Guide**.
- 10.4. 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 and/or phone without charge.
- 10.5. **You** shall at all times remain responsible 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.
- 10.6. 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 applicable 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**.
- 10.7. 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.
- 10.8. 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 incorrectly.
- 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 **Services**; 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 panic/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

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.

If **you** would like further details about the way **we** use **your** personal information, please see **our** privacy notice available at [sse.co.uk/privacy](https://sse.co.uk/privacy). If **you** would like a printed copy of **our** privacy notice, please phone **us** on the **Customer Service Phone Number** or e-mail **us** at the **Customer Service E-mail Address**.

- 13.1. Information **you** provide or **we** hold may be used by us, **our** employees and/or **our** agents including companies within the **OVO Group** to:
- a) provide **you** with online services;
  - b) identify **you**;

- c) detect and prevent crime, fraud or loss;
- d) contact **you** or authorised third parties to administer **your** accounts, services or products. If **you** provide **us** with an email address **we** may use it to send contract fulfilment and other account or services related information;
- e) conduct, or contact **you** in relation to, market research;
- f) conduct analysis of the products and services **we** offer;
- g) contact **you** to collect feedback, for example through surveys or questionnaires;
- h) train **our** staff and improve **our** services or products;
- i) test **our** systems; and
- j) identify offers and advice tailored to **your** needs.

## Marketing

13.2 Unless **you** ask **us** not to, **we** may contact **you** in writing, by phone and (where **you** have consented) via email or SMS, with information on other products and services that **we** and other companies within the **OVO Group** offer. This may occasionally include details of offers available from **our** carefully selected partners. **We** may, on occasion, use third parties to send **our** marketing communications to **you**. Unless **you** have asked **us** not to, **we** may also use **your** email address to show **you** digital advertisements via **your** social media newsfeed, on search engine results pages, or on other websites.

**You** may opt out at any time from receiving marketing messages by contacting **us** and providing **your** account details.

## Sharing

13.3. **Your** information may be shared with the following third parties: -

- a) companies who provide, review and/or receive services 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**;
- e) if **you** fail to make payments **we** may share information with debt collection and tracing agents;
- f) authorised third parties or named account holders on any account **you** hold with **us**;
- g) organisations involved in the prevention or detection of crime or collection of taxes or similar impositions. If **we** have a reasonable suspicion an offence is being, or has been, committed **we** will investigate and may record information on **your** account and share the information with relevant third parties (such as the Police); and
- h) 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), with **your** consent **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 support organisations.

13.4. Occasionally, organisations **we** pass **your** information to might be outside of the European Economic Area (EEA), and if this is the case **we** ensure that the appropriate safeguards are in place before this data is transferred.

13.5. **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. If **you** have a spouse or financial associate the agencies may link information about **you** to those individuals.

#### 13.6. **Recording of Communications**

**We** may monitor and record any communications, including phone conversations, emails, SMSs and web chats, to ensure that **we** provide a good service, meet **our** regulatory and legal responsibilities, and to train **our** staff.

## 14. Information about the Service we provide and our complaints procedure

14.1. Details of **our** complaint handling process, including the availability of the independent dispute resolution service is 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 Phone 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

14.3. If **we** have been unable to resolve **your** complaint or **you** are still not satisfied the 'Ombudsman Services: Communications' (an independent dispute resolution service **we** use) may be able to help. This service can normally be accessed 8 weeks after **you** contacted **us**. **You** can contact them on 0330 440 1614. This service is free for **you** to use.

## 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 **Agreement**. 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 Phone Number**. If **we** vary this **Agreement** to **your** material detriment, then **we** will 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 notified date.
- 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

Notices given by **us** under this **Agreement** will be in writing and delivered by hand, sent by post or by e-mail. **We** will send notices to **your** billing address or by e-mail (to the latest e-mail address that **you** provided). **We** will assume **you** received the notice 2 working days after **we** sent it unless **we** receive evidence to the contrary. Unless otherwise stated in this **Agreement**, **you** must send notice(s) by post to: Phone and Broadband Sales Processing and Registration, OVO 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

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 Phone Number**.
- 21.2. **You** shall refrain from using the affected **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 **you** 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 call 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 wilfully, recklessly or negligently, damage or attempt to repair or interfere with **your Phone** line 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) **you** shall only use the **Equipment** at the **Address**.

23.4. **You** agree to the following additional obligations, if applicable:

- a) to take reasonable steps to ensure that no virus is introduced (by **you** or any other party) into the **Equipment** and/or connected systems (**we** strongly advise **you** to install firewall and anti-virus software on **your** computer);
- b) 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 31 calendar days. No termination charges will apply and **we** will refund any **Charges** **you** have paid in advance, subject to clause 10.6.

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 repairing or 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 there from. Updates will happen automatically at no extra charge.
- 23.12. **We**, or those authorised by **us**, may monitor **your** use of the **Service** to ensure compliance with this **Agreement**.
- 23.13. **You** accept that **you** do not own any Phone number **we** make available to **you** under **your Agreement**. **You** agree not to transfer the number to anyone else or to try to do so. **You** accept that **we** may have to change **your** Phone number. **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** number. **You** may request **us** to 'port' **your** number from another communications provider and **we** will try to do this wherever it is reasonably practicable. However **you** accept that this may not always be possible. In these circumstances **we** may have to provide **you** with a new number.
- 23.14. If **you** breach any term of this clause 23, **you** will be responsible 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.
- 24.2. 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 clauses 25.1 or 25.2 apply, **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 Phone Number** or emailing **us** on the **Customer Service E-mail Address** and giving **your** account details.

### **Viruses**

25.7. **We** will do everything reasonable to ensure that **our Website** will be secure and free from bugs or viruses, but it is the nature of the **Services** 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**.

25.9. **You** must not misuse **our** site 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 **our** site, the server on which **our** site is stored or any server, computer or database connected to **our** site. **You** must not attack **our** site. 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** site 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**).

## **26. Accessibility Services**

**We** can provide additional help for those who need it, so that all of **our** customers can make the most of their **Phone Service**. If **you** would like more information on Directory enquiries for the visually impaired, text relay for deaf and speech impaired, priority fault repair service, third party bill management, bills and contracts for the blind or visually impaired or sign video please contact **our** Customer Services Team.



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The registered office of OVO (S) Retail Telecoms Limited is 1 Rivergate, Temple Quay, Bristol, BS1 6ED.  
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