Terms & Conditions for 18 Month Fix and Fibre Broadband and Fix and ADSL Broadband

Applicable from 21 August 2019

1. Discounted Fibre or ADSL broadband and line rental are available only when you sign up to our 18 Month Fix and Fibre energy tariff.

2. The cost of this broadband and line rental package is £13/month, excluding any optional call package or call features. This price is obtained with a discount applied to your bill every month.

3. To retain this price you must remain on the selected energy tariff and the selected broadband package for the duration of the contract; if you leave SSE for your energy supply, or change energy tariff, you will no longer be eligible for this discounted broadband and phone package.

4. The broadband contract term is 18 months. You will be notified in advance before the term is due to come to an end and we will let you know then what your options are.

5. Subject to availability. Geographic restrictions apply.

6. Our broadband and phone packages are subject to our General Terms & Conditions for the supply of Phone and Broadband, which can be found in the following area: sse.co.uk/legal-regulation-broadband

7. No cash alternative is available and no other offer can be used in conjunction with 18 Month Fix and Fibre or Fix and ADSL.

8. 18 Month Fix and Fibre and Fix and ADSL are not available to business customers.

Last updated: 26/06/2019 v7

SSE is a trading name of SSE Retail Telecoms Limited which is a member of the SSE Group. The registered office of SSE Retail Telecoms Limited is No.1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH. Registered in England and Wales number 10086511.

sse.co.uk
SSE Phone Product & Price Guide for the Fix and Fibre range (FF3)

Summary of key facts

Applicable from 21 August 2019
Thank you for choosing SSE’s Phone Service

This document gives you key information about the SSE phone packages as part of the FF3 range.

Please note that any other information you may need about this product range is available in the ‘SSE Detailed Product and Price Guide for the Fix and Fibre range (FF3) phone packages’ which you can find on our website at: sse.co.uk/help/phone-and-broadband/regulations-phone

Call Packages

Below you will find the list of package options available as part of this range, their monthly cost, their inclusive call types (✓) and respective inclusive period.

Please note that the prices below do not include any discount that you may be eligible for when you buy this product along with broadband. Supplementary term and conditions describing any such introductory offer would be included in your sale confirmation pack.

<table>
<thead>
<tr>
<th>Package name</th>
<th>Local &amp; national calls</th>
<th>UK mobile calls</th>
<th>Fixed line calls to 35 International destinations</th>
<th>Monthly Package cost (including line rental)</th>
<th>Inclusive period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Rental Only (FF3)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>£20</td>
<td>none</td>
</tr>
<tr>
<td>Evening &amp; Weekend (FF3)</td>
<td>✓</td>
<td>✓</td>
<td>x</td>
<td>£24</td>
<td>Evening (7pm to 7am weekdays) and Weekends (7pm Friday to midnight Sunday)</td>
</tr>
<tr>
<td>Anytime (FF3)</td>
<td>✓</td>
<td>✓</td>
<td>x</td>
<td>£28</td>
<td>at all times</td>
</tr>
<tr>
<td>Anytime Plus (FF3)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>£32</td>
<td>at all times</td>
</tr>
</tbody>
</table>
Charges for key call types and call features

The following table shows the charges for typical calls for this phone package range. Inclusive calls have a maximum duration of 70 minutes, and then the appropriate standard call charge applies.

<table>
<thead>
<tr>
<th>Local and National calls</th>
<th>Standard charge: 15p/min at any time, except when included in the call package.</th>
</tr>
</thead>
<tbody>
<tr>
<td>These are calls to all local and national numbers starting with 01, 02 and 03.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UK Mobile calls</th>
<th>Standard charge: 18p/min at any time, except when included in the call package.</th>
</tr>
</thead>
<tbody>
<tr>
<td>These start with 07 but exclude calls to 070 numbers. For more information see note 7 in the information section below.</td>
<td></td>
</tr>
</tbody>
</table>

| International Calls to our top 35 countries: | |
| Calls to standard landline numbers for the following countries: | Standard Charge: 18p/min |
| Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Poland, Portugal, Spain and Sweden. | |
| Australia, Canada, China, Hong Kong, Iceland, Israel, Japan, Jordan, Malaysia, New Zealand, Norway, Switzerland, Singapore, South Africa, Taiwan and USA. | |

<table>
<thead>
<tr>
<th>Service numbers starting with 0845/0870</th>
<th>Standard charges at any time:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The price per call, which includes our Access Charge, will vary depending on the number being called.</td>
<td>0845 – from 15p/min up to a maximum of 22p/min</td>
</tr>
<tr>
<td>0870 – from 15p/min up to a maximum of 28p/min</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Access Charge</th>
<th>15p/min</th>
</tr>
</thead>
<tbody>
<tr>
<td>This applies to non geographic calls starting with 084, 087, 09^ and 118 numbers. To calculate the full cost of these non geographic calls, add our Access Charge to the Service Charge for that number (the Service Charge will be advised by the organisation using the number).</td>
<td></td>
</tr>
<tr>
<td>^see note 6 in Important information</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Call Set Up Fee</th>
<th>23p per call</th>
</tr>
</thead>
<tbody>
<tr>
<td>This applies to calls (when not inclusive) to numbers 01/02/03, UK mobiles, international calls to non-EU countries and some special rate numbers. The Call Set Up Fee is added to standard call charge (i.e. it is not itemised on the bill).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Call Features</th>
<th>Charges per month:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pick any from this list: Call Diversion, Call Barring, Ring Back, Call Waiting, Three Way Calling, Reminder Call, Call Sign.</td>
<td>Any 1 for £3.50</td>
</tr>
<tr>
<td>Any 3 or 4 for £7.25</td>
<td>Any 5 for £9.00</td>
</tr>
<tr>
<td>Any 6 or 7 for £9.50</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No Charge Services include:</th>
<th>No Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anonymous Call Reject</td>
<td></td>
</tr>
<tr>
<td>Caller Display</td>
<td></td>
</tr>
<tr>
<td>Choose to Refuse</td>
<td></td>
</tr>
<tr>
<td>Number Withheld (141)</td>
<td></td>
</tr>
<tr>
<td>1471 (to retrieve the last number that called)</td>
<td></td>
</tr>
</tbody>
</table>
Important information about these packages

1. These phone packages are only available to residential customers in Great Britain, with a suitable phone line at the address where the service is provided.

2. All prices listed include VAT at 20%, unless stated otherwise.

3. These phone packages do not have a fixed term, meaning that there are no early termination charges if you decide to change package or take your phone service to another provider.

4. About bills: the default option offered to all new customers is monthly e-bills; a monthly paper bill can be requested at a charge of £2 per bill. Monthly bills are issued on a 30-day cycle, plus or minus a few days, but the first bill may take up to six weeks.

5. The standard payment method available for new customers is Direct Debit.

6. Please be aware that phone customers joining SSE from April 2018 cannot make calls to premium rate numbers beginning with 09.

7. No part charging for inclusive calls: when calls that could be inclusive run over more than one charge period, they will be charged according to the rate applicable when the call started.

8. For calls made to UK mobile numbers, where not inclusive, the charge will be the same no matter where the mobile is located (e.g. abroad) at the time of the call. Numbers starting with 070 are classified as personal numbers and are not charged at the standard mobile rate. Calls to 070 numbers can cost a maximum of 99p for a one minute call, with subsequent minutes costing a maximum of 76p per minute.

9. Notification of any change to prices or other information will be listed in this area of our website: sse.co.uk/help/phone-and-broadband/price-changes. We suggest that you check this page regularly. Please note that only significant adverse changes (including any increase in the core monthly charges) will be notified to you in writing a month before they take place. All other changes will be notified only on our website.

10. Alarm Systems: if you have an alarm that dials out using your telephone line, please note that on rare occasions these alarms may be disrupted if a telephone line is transferred between different suppliers. We are not able to identify which alarms might be disrupted, therefore if your alarm is of a critical nature (e.g. to be used in case of a medical emergency) then we suggest you make alternative arrangements for the transfer date.

11. Switching from another provider takes around 18 to 20 days for most customers:
   - We’ll arrange to switch your phone service to SSE from your current provider;
   - You won’t need to contact your current provider unless your phone is with Virgin Media;
   - Your current provider will contact you to confirm your supply is switching away and will let you know any exit fees for your contract with them;
   - SSE will let you know what your planned start date is by email or letter around 10 days after you sign up;
12. It is important that you are aware of our:

- General Terms and Conditions for the Supply of fixed line telephone service;
- Phone Service Code of Practice;
- Complaints Code;

These documents can be found on our website in this area: sse.co.uk/help/phone-and-broadband/regulations-phone

**Our Contact Details**

<table>
<thead>
<tr>
<th>SSE Phone and Broadband</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phone us</strong></td>
</tr>
<tr>
<td><strong>Email us</strong></td>
</tr>
<tr>
<td><strong>To write to us</strong></td>
</tr>
</tbody>
</table>
SSE Product and Price Guide

for 18 Month Fix and Fibre/Fix and ADSL

Applicable from 21 August 2019
18 Month Fix and Fibre broadband products

<table>
<thead>
<tr>
<th>Product name</th>
<th>18 Month Fix and ADSL Broadband</th>
<th>18 Month Fix and Fibre Broadband</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Maximum Download Speed</strong></td>
<td>Up to 18Mbps</td>
<td>Up to 38Mbps</td>
</tr>
</tbody>
</table>

Our 18 Month Fix and Fibre and Fix and ADSL packages provide access to the internet from a fixed location. They are only available to domestic customers with an active phone line. The fixed term contract duration for these products is 18 months.

As noted in the terms and conditions applicable to the use of these products, use of the internet needs to conform to our Acceptable Use Policy and Traffic Management Policy which can be found, along with the terms and conditions, on our website at: sse.co.uk/help/phone-and-broadband/regulations-broadband

Each of these products come with an unlimited data usage allowance. There are factors which could affect the speed of data transfer and hence the amount of data that can be downloaded/uploaded on any given day, such as your maximum line speed as well as network capacity. Adverse weather conditions, internal wiring, electrical interferences, network congestion and technical restrictions of your browsing device may all affect the download/upload speed and are beyond our control.

A personalised download speed estimate for broadband at the property is provided before the point of sale, but this estimate remains a guideline as the actual speed will always be affected by the factors highlighted above.

To enable the connection, we provide a pre-configured self-install wireless router that will connect to our network with minimal effort. An engineer appointment at the customer’s premises may sometimes be required; if this is the case a quotation for any specific/ additional charges would be provided prior to arranging the appointment. Our ‘Guide to Engineering Works and Equipment’ can be found at sse.co.uk/help/phone-and-broadband/regulations-broadband and provides useful information on possible additional charges.

**Prices**

To be eligible for these broadband packages at the discounted price of £13, you need to have an eligible energy tariff and an eligible phone package with SSE.

When you have an SSE phone service along with your broadband, a bundle discount as detailed below, is applied to your package every month. The bundle discount is only present on your bill when you have both this broadband service along with a suitable SSE phone package. If you leave SSE for your phone package, you will lose the bundle discount and be charged the standalone price for your broadband service.
All prices quoted include VAT at 20%, unless otherwise stated. Pricing updates are found on our website at: www.sse.co.uk/help/phone-and-broadband/price-changes

**Other important information**

1. Switching from another provider takes around 18 to 20 days for most customers:
   - We’ll arrange to switch your broadband service to SSE from your current provider;
   - You won’t need to contact your current provider unless your service is with Virgin Media;
   - Your current provider will contact you to confirm your supply is switching away and will let you know any exit fees for your contract with them; SSE will let you know what your planned start date is by email or letter around 10 days after you sign up;

2. About bills: the default option offered to all new customers is monthly e-bills; a monthly paper bill can be requested at a charge of £2 per bill. Only one bill is produced for phone and broadband services.

3. Bill calculation: monthly bills are issued on a 30-day cycle, plus or minus a few days, but the first bill may take up to six weeks. Your bill calculation is based on the number of days in your billing cycle, therefore your monthly bill may be slightly higher or lower than the standard price. However, this does not mean that you have been overcharged or undercharged in any one billing period.

4. The standard payment method available to new customers is variable Direct Debit.

5. It is important that you are aware of our:
   - General Terms and Conditions for the Supply of Broadband service;
   - Broadband Code of Practice;
   - Complaints Code;

These documents can be found on our website in this area: www.sse.co.uk/help/phone-and-broadband
Cancellation and Early Termination Charges

The following charges may apply following cancellation of the broadband contract:

If you cancel your broadband order before your service start date, there will be no charge unless you have already received your router and you do not return this to us. When you notify us of your cancellation, we will send you a prepaid postage envelope for the return of the router. Should you not return your router within 30 working days an equipment charge of £54 will be added to your account.

For termination at any point between the broadband service start date and the end of 18th month of the contract there is an early termination charge for every day remaining of the contract, this is 38p per day (on average £11.60 per month) with a maximum charge of £208.80 per contract. These charges are not subject to VAT.

These packages are covered by our ‘Happiness Guarantee’ promise, which waives termination charges applicable on your contract if you decide to leave due to dissatisfaction with the broadband service provided by SSE. The ‘Happiness Guarantee’ applies only to the first two months of this fixed term contract. More details can be found on our website, in the broadband regulatory page: https://sse.co.uk/help/phone-and-broadband/regulations-broadband

Our Contact Details

<table>
<thead>
<tr>
<th>Phone</th>
<th>0345 026 7045</th>
<th>Lines are open 8am to 8pm Monday to Friday and 8am to 2pm Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:customerservice@sse.com">customerservice@sse.com</a></td>
<td>Putting your package name in the email will help it to get to the correct team quicker</td>
</tr>
</tbody>
</table>

v1.0 Last updated: 26/06/2019

SSE is a trading name of SSE Retail Telecoms Limited which is a member of the SSE Group. The registered office of SSE Retail Telecoms Limited is No.1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH. Registered in England and Wales number 10086511.

sse.co.uk
General Terms & Conditions for Phone and Broadband

November 2018
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) the **SSE Detailed Phone and Broadband Product & Price Guide**; (iv) the **SSE Phone and Broadband 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;

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

**Broadband Service** means the provision of internet service to residential premises in Great Britain which may vary depending on your **Broadband Product**;

**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 **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 and Broadband Product & Price Guide**;

**Customer Service Phone Number** means the relevant customer service phone number as stated in the **SSE Phone and Broadband 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);

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

**Phone/Phone Service** means 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;

Service(s) means, as the context requires, the combination of: the Phone Service; the Broadband Service; or any other telecommunications service that we may provide to you pursuant to your Agreement;

SSE Detailed Phone and Broadband Product & Price Guide means the full product and pricing information for the Broadband Products and Phone Products comprising the Service as amended from time to time in accordance with clause 18 and published on our Website;

SSE Phone and Broadband 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 and Broadband Product & Price Guide;

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. 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 SSE Retail Telecoms Limited whose registered address is No. 1 Forbury Place, 43 Forbury Road, Reading RG1 3JH (Company Number: 10086511) and anyone we transfer this Agreement to in accordance with clause 15;

Website means www.southern-electric.co.uk, www.hydro.co.uk, www.swalec.co.uk, www.sse.co.uk, www.atlantic.co.uk (as appropriate) and/or at a location advised by us to you in the SSE Phone and Broadband Product & Price Guide;

Welcome Pack means the initial pack which includes these terms and conditions, welcome letter and the SSE Phone and Broadband 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. Under the terms of this Agreement, you must purchase both a Phone Product and a Broadband Product.

2.5. 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 cancel a new connection of the Service after the Cancellation Period, charges may apply, as set out in the SSE Detailed Phone and Broadband Product & Price Guide.

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, 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 and Broadband Product & Price Guide. Our Charges for providing the Service shall be effective from the Start Date applicable for each Service 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 and Broadband 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 and Broadband 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 you are in breach of our Acceptable Use Policy (clause 23.20); 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 are 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 are 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 have 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 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 broadband and/or 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. In the event you terminate your Broadband Service in accordance with clause
10.1, and remain with us for your Phone Service, this Agreement will terminate.
You will be moved on to the stand-alone phone product and the General
Supply of Phone Terms and Conditions will apply. We will write to you to
confirm this in this event and different charges may apply.

10.3. In the event you terminate your Phone Service in accordance with clause 10.1,
and remain with us for your Broadband Service, this Agreement will terminate.
You will be moved on to the stand-alone broadband product and the General
Supply of Broadband Terms and Conditions will apply. We will write to you to
confirm this in this event and different charges may apply.

10.4. 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.

10.5. 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 and
Broadband Product & Price Guide.

10.6. 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.
10.7. 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.

10.8. 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.

10.9. 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.

10.10. 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. 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 SSE 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 SSE 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.
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, 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**

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 10.8.

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 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 connection at the **Address** and, if **you** have an alarm (or anything else that may be affected by the installation of broadband), for confirming with the provider that the installation of broadband will not affect your 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. **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 to **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 (clause 23.20). **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. **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.
23.19. 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.

23.20. **Acceptable Use Policy**

This includes the Fair Use and Abuse Policy as detailed below.

1. **FAIR USE**

1.1. We will take action to limit the impact of your usage of our Service where it goes beyond levels which we regard to be reasonable for a residential Broadband Product and would affect the network and service for our other customers.

1.2. The Service is provided for a legitimate user who uses the Service in accordance with our terms and conditions i.e. not for business use or for illegal purposes.

1.3. We are committed to ensuring that your Service is fast and reliable. This fair use policy is designed to help us honour this commitment.

2. **ABUSE POLICY**

2.1. You are responsible for all materials and data originating from your use of the Service. In the event that we identify and notify you of any abusive use of the Service, you must take immediate action as instructed by us. If this does not happen, we reserve the right to suspend or terminate your Service.

2.2. You must not use the Service to send, receive, store, distribute, transmit, post, upload or download any materials or data which may:

   2.2.1. be illegal.
   2.2.2. be abusive, defamatory, indecent, obscene or may constitute harassment.
   2.2.3. be harmful to minors.
   2.2.4. promote illegal or socially irresponsible or unacceptable behaviour.
   2.2.5. have a fraudulent purpose.
   2.2.6. be in breach of any third-party rights (for example intellectual property rights).

2.3. You must not use the Service in order to violate our network security or the security of any third person. Examples of such action may include unauthorised:

   2.3.1. access to or use of data or a system or network.
   2.3.2. monitoring of data or traffic on a network.
   2.3.3. interference with any user, system, host or network.

2.4. You must not reverse engineer, adapt or modify any part of the Service.

3.5. You must use the messaging service responsibly. This means you must not send:

   3.5.1. unsolicited bulk messages.
3.5.2. advertising mailings.
3.5.3. mailings in relation to the provision of hosting facilities.
3.5.4. messages with false headers.
3.5.5. messages from any email address you are not authorised to use.

23.21 Broadband Traffic Management Policy
To ensure that our customers receive optimum performance at all times our Network Operator undertakes traffic management.

The principles of this network management policy are:

- to make sure that time-critical applications like Voice over Internet Protocol (VoIP) are always prioritised;
- to protect interactive applications like web-browsing and Virtual Private Network (VPN) from non-time sensitive download traffic;
- to flex the network under demand to cope with normal peaks and troughs from day to day and month to month;
- to flex the network in the event of unusual demands in traffic or disaster situations such as a network failure;
- to provide a ‘quality of service’ effect, meaning multiple applications running on the same line interact with each other effectively; and use of high demand protocols like Peer-to-Peer (P2P) do not swamp time-sensitive traffic such as online gaming or a VoIP call.

Traffic types are identified in real-time based on a combination of port, source Internet Protocol (IP) address and Deep Packet Inspection (DPI) signature detection. This allows our Network Operator at any given time to manage the network capacity and prioritise time sensitive traffic by reducing the throughput of the other less time sensitive protocols.

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 accept 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 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 site. You should use your own virus protection software.

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** site or to **your** downloading of any content on it, or on any website linked to it.

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 and Broadband services**. 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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