



## STANDARD TERMS & CONDITIONS FOR BROADBAND and TELECOMMUNICATION SERVICES

PUBLICATION DATE: 25<sup>th</sup> November 2013 GENERAL TERMS & CONDITIONS OF SALE

Updated and clarification 08-06-2021 (section 47 (g) early exit fee

### Terms and conditions

You must read our terms and conditions carefully before ordering our wireless broadband service. In particular your Attention is drawn to clause 36 (our liability limit); clause 46 (our right to cancel this contract); and clause 47 (your right to terminate this contract).

You will be asked to confirm you have read and understood these conditions before your order can be accepted. By signing the order form you will be agreeing to be bound by these terms and conditions.

### Definitions:

As you read the terms and conditions of this Agreement, please note that:

"We", "our", "ourselves" and "us" refers to Ineedbroadband Ltd.

"You", "your" and "yourself" refers to the person or business who orders our broadband services and enters into this Agreement.

"Ineedbroadband.co.uk Website" means the website owned by us and located at [www.ineedbroadband.co.uk](http://www.ineedbroadband.co.uk).

"Equipment" means any of our equipment including (without limitation) aerials, cabling and our Wireless Radio unit that we supply to you under this Agreement to enable you to receive our Service.

"Internet" means the worldwide interconnection of individual networks, which have an agreement on how to talk to each other, and are operated by government, industry, academia, and private parties.

"Service" means our high-speed wireless broadband Internet service that we deliver to you via the Equipment. "Signal" means the radiated bandwidth signal transmitted from our radio masts and used to carry digital data.

Term: 28 days, 12,18,24,36 Months service for wireless or wired internet access

Payment: All payments are via Direct debit on or around the 28<sup>th</sup> of each month, you must ensure you have funds in your bank to cover the amount to be collected, any failed collects will be on or around the 10<sup>th</sup> of the month and a admin fee of £10.00 will be added to the collection.

(Dependant on the fixed wireless, satellite or copper tariff selected)

## **Installation of our Equipment**

1. When you confirm to us that you wish to receive our Service we will send an engineer to you to install the equipment, if required. The engineer will visit at a mutually agreeable time and will need access to your premises including some parts of your roof. If the engineer cannot visit at the agreed time we shall contact you to arrange a new appointment. We shall not be liable to you for any delay in installing and/or connecting the Equipment.
2. You agree to make your premises as safe as possible before our engineers arrive to install the Equipment. Any hazards or concerns you have which may affect the safety of our engineers, particularly if they need access to your roof, must be notified to the engineer or us before they begin work.
3. If we need to access or install our Equipment on someone else's property you must first gain permission from the owner of the property and make the necessary arrangements for us to access their property in advance of our visit.
4. A person over the age of 18 must be present during the installation stage. He or she may be required to show the engineer the location of a suitable electrical supply to enable the Equipment to function as well as any other facilities, which the engineer may reasonably ask for.
5. Before we can provide you with the Service, we need to successfully complete the following steps:(a) test the wireless or copper Signal is strong enough for our Equipment to receive the Service;(b) install the Equipment;(c) test the Equipment; and (d) activate the Service.
6. If for any reason we cannot successfully connect you to the Service at the installation stage, the engineer shall remove any Equipment they have just installed. You accept that prior to installation we cannot guarantee the Service will work. Accordingly, you will not hold us liable for any inconvenience caused or minor damage to walls or brickwork created as a result of fitting the Equipment.
7. To provide you our wireless delivered service the engineer will need to install an aerial/dish upto 40cm or greater subject to the distance from our transmitter, the aerial will be fitted to an existing tv aerial pole or a new bracket will be fitted to your home in a location where the engineer can get a clear line of sight signal. A cable will be ran to a room of your choice, but this must be accessible from an outside wall, engineers will not run cables through a loft where it is not fully boarded over and screw down. You will not hold us liable for any warranties that are made invalid by our install, unless you have given this in writing before your install.
8. Fibre optical installs: Fibre optical cables will be ran to your property via ducts or overhead, we use all major carriers ducts to carry our fibre network, fibre cable routes must be ran in secure locations to prevent damage.

## Our Service

9. In exchange for paying the charges as set out in the Charges section below and complying with the terms of this Agreement we shall provide you with our Service.
10. When providing the Service we promise to use the reasonable skill and care of a competent Service Provider. However, in supplying the Service we cannot guarantee you a fault free performance or a constant connection to the Internet. Accordingly, we are not liable for any consequences arising from a specific level of Service performance not being achieved or maintained, including but not limited to any of the following: (a) loss of Service through fluctuations in the quality and/or strength of the Signal; or (b) loss of Service if our service provider temporarily ceases to provide us with a Signal; or (c) reductions in the speed of the Service; or (d) suspension of the Service for operational reasons e.g. for repairs, maintenance or upgrades. (e) If the wireless or copper signal is not strong enough it may not support download speeds as stated, we'll try to install the next level of stable speed, this also could be less due to the distance from the transmitter or telephone exchange and load on the systems at the time of day.

If the wireless signal is not strong enough it may not support download speeds of the subscribed package, we'll install the next supported speed and you will only be charged for the service installed, reasons could be due to the distance from the transmitter obstruction in the signal path, load on the systems at the time of day, maximum access speed is based on best effort, burst is the max time to can achieve your maximum speed and could range between 2mb and the maximum speed of your package depending on the time of day and network and weather conditions Or lower due to (clause a) All speedtests must be tested at a cabled data port on the router, wireless results will not be accepted and tests must be carried out using our approved test site.

11. **Bursting (speeds):** All home package speeds are upto the maximum speed of your package and are based on the peak burst speed up to your maximum rate, if you constantly hit the burst limit then your speed will reduce by 50% until your burst average drops gain then the burst will kick back in. package example I.e. burst max 20mb constant bursting time 60 sec constant, rate reduction 50% 10mb, rest period 30sec off peak and in 120 sec in peak times 16.00 to 23.59 the burst will return 20mb etc. Bursting is in place to give the best possible browsing speeds at all times, each time you request a page this is less than a few milliseconds, so your browsing speed is always the maximum speed of your package. If you start a large down or stream this will start of at the maximum speed and then be reduced to the lower burst rate.
12. We may have to temporarily suspend the Service if either we, or our service provider, need to carry out repairs, maintenance or upgrades to the Service or Signal. Before the Service is suspended we will endeavour to give you as much notice as we can. We promise to restore the Service as soon as possible after operation work has completed. If we cannot restore the Service after 14 days, and that failure is not due to matters beyond our reasonable control, you may

terminate this Agreement without any additional charge on giving us written notice in accordance with clause 45.

13. We may have to alter technical specifications associated with the Service for operational reasons, and where we need to tell you about this we will give you as much notice as we can.
14. You agree that you will notify us of any defect in the operation or performance of the Service by FIRST opening a support ticket using the help menu of our website, telephoning the customer fault line (details of which appear on the ineedbroadband Website). Where it is not possible to correct a defect remotely over the telephone, we may dispatch an engineer at your request to correct the fault within 2/7 working days for a residential user and 8/24 hours for business customers; should the fault not be of our own fault then (i.e. network) a call out fee will be charged to your account ( see charges on our website)
15. It is your responsibility to ensure that your equipment (including but not limited to your PC) is compatible with the Service and conforms to our recommended minimum specifications (details of which appear on the ineedbroadband FAQs page Website).
16. You remain liable to pay all charges when you are unable to access the Service unless the reason you are unable to access the Service is wholly attributable to our negligence or wilful default or omission.

### **Use of the Service**

17. You must take responsibility for how the Service is used. You must ensure that neither you nor any other person who has access to your Service uses the Service to: (a) send or receive any material which is offensive, abusive, indecent, defamatory, obscene, menacing, fraudulent or illegal;(b) cause annoyance, inconvenience or needless anxiety in respect of any other person;(c) send or receive or publish any material which is illegal and/or grossly obscene (including without limitation child pornography);(d) spam or send unsolicited promotional material to any third party; (e) perform any illegal act or contravene any laws, licence or third party rights (including without limitation downloading material protected by any intellectual property right or hacking into secure web-sites without the consent of the owner);(f) re-sell, transfer, assign, or sub-licence the Service (or any part of it) to any third party;(g) store more than [20MB] of emails on the email account we may provide you; (h) send emails with attachments larger than [20MB] in size; or (i) do anything which does not comply with our Acceptable Use Policy which can be accessed via the ineedbroadband Website and which may be subject to change from time to time. (J) We may suspend or reduce your service level if will believe or have data evidence that you are using the service to download music, videos, or other material that may be resold on the black market (i.e. Pirate DVD's, CD's Computer data not excluding games console's) This information may also be shared with copy right regulatory bodies, which may lead to prosecution. If we have reason to believe that you are using or permitting the Service to be used in a manner that is contrary to the ways listed above we may immediately suspend you from the Service and/or terminate this Agreement. In such event you shall not be entitled to a refund for loss of Service and shall only be re-connected once we are satisfied that you will not breach this Agreement again.

18. You agree to fully indemnify us in respect of all damages, claims and losses which directly or indirectly arise as a result of your misuse of the Services or failure to prevent misuse of the Services by others, or any other breach by you of your obligations under clause 14.
19. As part of the Service you may be allocated email accounts and space to set up your own website. You are responsible for ensuring that you do not exceed your allocated storage quota for web space or your e-mail account(s). You are also responsible for the content you place on a website you create or on anyone else's website.
20. The content you use or place on any web space you are allocated must not in any way be unlawful. In particular, you must ensure that all necessary licences and consents (including those from owners of copyrights, performing rights and any other relevant intellectual property rights) have been obtained.

## **Security**

21. You will be provided with a username and password to allow you to access the Service. You will be responsible for any use of the Service which is accessed via your password. Accordingly, you must keep your password confidential and must not permit any unauthorised third party to use the Service on your behalf. You agree to immediately notify us of any unauthorised use of the Service or your account or any other breach of security known to you.

## **Equipment**

22. In supplying you with the Service the Equipment installed to receive the service is supported for free why you are in your package deal period 12,18 or 24 months, this excludes 28 day rolling packages. Once your package deal ends then the equipment installed is your responsibility and any equipment failures or faults will be chargeable, any repair or replacement of faulty equipment will be free of charge upon signing for a new package deal. If you have purchased any Equipment (private links, routers, extenders) then you will own it whether or not you continue to use the Service. In all other cases any Equipment supplied under this Agreement remains our property and we retain title and ownership of the Equipment at all times. Unless otherwise agreed in writing you may not sell or dispose of our Equipment or do anything with it other than use it to receive the Service in accordance with this Agreement.
23. You agree that you will be responsible for the Equipment we provide you for the purpose of receiving the Service, whether or not that Equipment is attached to your property. You agree to use the Equipment in accordance with any instructions, safety and security procedures applicable to it.
24. If you damage the Equipment in any way we are entitled to charge you for the cost of such Equipment and/or to retain any money we hold to your credit and use that money towards the cost of the Equipment.
25. Upon termination of this Agreement or indefinite suspension of the Service you must immediately surrender any Equipment that is the property of Ineedbroadband.co.uk. We shall notify you of the times our engineer will be able to come to the property to remove the Equipment. You will agree with us which of these times you will provide us access to the

property and you promise to ensure that a person over the age of 18 is present at the property during the removal. If you fail to allow the engineer access to the property after the termination of this Agreement or the disconnection of the Services, we are entitled to charge you for the cost of such Equipment and/or to retain any money we hold to your credit and use that money towards the cost of the Equipment.

26. All Equipment is supplied to us by third parties, and is therefore covered by the relevant manufacturer's warranties. We will not be liable in any way for any loss or damage which is caused to your own equipment or apparatus arising as a result of its use in conjunction with our Equipment. If there is a fault with the Equipment you shall call our customer fault line and if it is a problem we cannot repair remotely we may arrange to send an engineer to your property to repair or replace the faulty Equipment. Provided you are not responsible for the fault or own the equipment, we may repair it free of charge if you are inside a current contract (excludes 28 day rolling connections). In all other cases we reserve the right to apply a charge to fix the fault.
27. You will be responsible for paying the charges for the Service using the payment methods set out in our price list set out on the ineedbroadband Website. The price list is part of this Agreement.
28. All charges for the Service are inclusive of VAT.
29. We reserve the right to change the charges or payment methods from time to time on giving you 28 days notice in writing.

### **Accessing your property**

30. From time to time we may need to access your property to carry out inspection, maintenance checks and repairs or upgrades to the Equipment. We shall also need access to your property to remove the Equipment upon termination of this Agreement.
31. We shall arrange a mutually agreeable time to visit your property and promise to cause as little disturbance as possible when carrying out our work. You also agree to give our engineers permission to enter your property upon their arrival as well as any assistance they may reasonably require during their visit.

### **Our Liability**

32. The following provisions set out our entire liability (including any liability for the acts and omissions of our employees, agents or sub-contractors) to you in respect of: (a) any breach of our contractual obligations arising under this Agreement; and (b) any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement. Throughout this liability section, any act or omission on the part of us or our employees or agents or sub-contractors falling within either (a) or (b) above shall be known as an "Event of Default".
33. You agree that you are accepting these terms and conditions in the knowledge that our liability is limited and that the prices and charges payable by you have been calculated accordingly.
34. We do not exclude or limit our liability to you for: (a) personal injury (including sickness and death) resulting from our acts or omissions to the extent that such injury results from the

,negligence or wilful default of ourselves or our agents working on our behalf; (b) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (c) any breach of our obligations under Part 1 of the Consumer Protection Act 1987; or (d) fraudulent misrepresentation.

35. You will not hold us responsible in respect of any Event of Default for any consequential loss including but not limited to the following heads of loss:(a) lost profit;(b) lost business;(c) lost opportunity;(d) loss of goodwill (e) loss of reputation;(f) loss of revenue or savings you expect to make;(g) liability to third parties; or (h) wasted expenditure or data being lost or corrupted.
36. We do not have any liability to you (including liability for negligence) for the acts or omissions of our service provider or for faults or failures in their network or equipment.
37. We exclude all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Services, and we exclude all liability of any kind for the transmission, or the reception of, or the failure to transmit, or to receive any material of whatever nature via the Service.
38. Subject to the limits set out in clause 36 below we shall accept liability to you in respect of any damage to your tangible property resulting from the negligence of us or our employees or agents or sub-contractors.
39. Any liability we have to you of any sort is limited to the greater of 125% of either: the charges paid by you for the Service in the 12 months preceding the date on which the liability first arose; or (b) the charges we would have expected you to pay over a 12 month period if you have not received the Services for a full year.
40. If the number of Events of Default gives rise to substantially the same loss then they shall be regarded as giving rise to only one claim under this Agreement.
41. Except in the case of an Event of Default arising under clause 31 above we shall have no liability to you in respect of any Event of Default unless you serve us with written notice of it within six (6) months of the date you become aware of the circumstances giving rise to the Event of Default or the date when you ought reasonably to have become so aware.
42. You acknowledge that the Service is not guaranteed to be fault free. When using the Service you agree that you do so without any conditions, guarantees, warranties, whether express or implied including but not limited to any warranties or conditions as to satisfactory quality or fitness for a particular purpose, which are expressly excluded to the maximum extent permitted by law.
43. Nothing in this Agreement shall affect your statutory rights.

## **Suspension of the Services.**

44. We may immediately suspend the Service if we need to carry out maintenance, repairs or upgrade work pursuant to clause 9.
45. We may immediately suspend the Service if you commit any of the following acts:(a) you misuse the Service by committing any one of the acts listed in clause 14 or the Acceptable Use Policy;(b) you damage the Equipment;(c) you do not pay the charges for the Service when they are due; or (d) you breach this Agreement in any way.
46. If you commit any of the acts listed above in clause 42 you shall continue to be charged for the Service during the period of the suspension. We shall not resume the Service until you have either remedied the breach or we are satisfied that you will not breach this Agreement again.

## **Termination**

47. Before the Service has been activated you may immediately terminate this Agreement provided that you pay the installation charge if the Equipment has been successfully installed or supplied and is capable of delivering the Service.
48. You have a 7 day cooling off period after you service has been installed, after this point you will be charged for all costs.

After the Service has been activated this Agreement can be ended by:(a) either of us giving 28 days written notice to the other; or (b) you giving us seven days written notice if under clause 48; we inform you we are increasing our charges or changing the conditions of this Agreement to your detriment, If you are outside your contracted period .i.e 12, 18 or 24 months, then you will be on a 28 day rolling connection, to cancel your service you must give 28 days notice via writing or via our support ticket portal ( preferred method) to our billing department. (c) Should you cancel your agreement before your contract has completed its full term .i.e. 12/18/24months, you will be liable to pay an early exit charge from 1<sup>st</sup> March 2015 £200 per contracted period to end your contract. (d) That your service speed ( Clause 10) has been lower than the minimum stated for more than 3 months, and you have evidence to prove that we have not attempted to resolve the issue, (e) A customer may NOT terminate there agreemnent if they are suffering TV streaming buffering, gaming lag/nat issues or radio streaming issues, this may be a issue with the customers equipment or settings, (f) Any change you request in your service connection speed/type will automatically enter you to a new agreement.

(g)Your minimum contract period will be a 12, 18 or 24 etc month period.

When you take your chosen Broadband/Fibre or Phone services from us (including our 4G service) for a minimum period, you agree to continue those services at your current address for that minimum period. Typically, the minimum period will be 12,18,24 etc months, but we will have agreed with you your minimum period before the start of your service(s) and you can find details of your minimum period on your application form and in your account.

If you decide to end part or all of your services with Ineedbroadband during a minimum period, we may charge you an Early Disconnection Fee.

The Ineedbroadband network does not cover all of the UK – please check with customer services to check availability. If you move to a property outside our network area during your minimum period, you may have to pay an Early Disconnection Fee for ending your contract early. So, before taking a



new service, if you think that you may move to a property outside of the Ineedbroadband network area before the end of your minimum period, .....

The Early Disconnection Fee will not be more than the charges you would have paid for the services for the remainder of the minimum period.

If you move to another address and we have agreed with you to continue providing you with the same Ineedbroadband services at your new address, an Early Disconnection Fee will not be applied and the remainder of your minimum period will continue at your new address.\*\*\*\*\*

Early Disconnection Fees vary between customers as the calculation of how much is charged depends on the services that you have, how much you pay for those services and how much of your minimum period remains for each service.

Early Disconnection Fees are calculated on an individual customer basis, so we are unable to provide you with an exact amount here on this page for your particular Early Disconnection Fee. If you contact us to cancel part or all of your services we will tell you your actual Early Disconnection Fee.

To enable you to estimate your Early Disconnection Fee, calculate the Packages price currently advertised on our website and the fee you will pay should be either the remainder of your contract, meaning the current monthly cost times by the months left on your contract, If this is over £200 then the Early Disconnection Fee will apply.

This applies after the standard 30 day notice period. So, if you wish to cancel and have 5 months remaining in your minimum period, you will need to provide 30 days' notice, during which you will retain (and continue to pay for) your services and be charged an Early Disconnection Fee for the remaining 4 months. We cap the amount of the Early Disconnection Fee so that you will pay no more than £200.

49. We may terminate this Agreement with immediate effect in the event that:(a) we breach this Agreement and such breach is either incapable of remedy or we fail to remedy the breach within a reasonable time (47)of a written notice to do so;(b) the Service is suspended pursuant to clause 42; or(c) you are the subject of a bankruptcy order, or become insolvent, or make any arrangement or composition with or assignment for the benefit of your creditors, or go into voluntary (otherwise than for reconstruction or amalgamation), or compulsory liquidation or a receiver or administrator is appointed over your assets.
50. Except as provided in clause 9, upon termination of this Agreement you shall continue to be liable to pay us any outstanding charges for the Service including charges, which fall due during any notice period you are required to give. All charges are non-refundable. We will be entitled to retain any money (including deposit monies and/or advance payments) held by us, and to apply that money towards any obligation or debt, which you may owe to us.

## **Variations to this Agreement**

51. We reserve the right to vary the terms of this Agreement at any time and we will inform you of any such changes through e-mail, newsletter or such other medium, as we consider appropriate. We will give you at least thirty (30) days' notice of any changes before they take effect. If we exercise any of our rights under this condition, you can end this Agreement under clause 45.

## **Moving to another property**

52. If you move from the property at which we install the Equipment, and you wish to continue to receive the Service, we shall terminate your Service and you will be required to register again for the Service at your new property. You agree to notify us of any proposed move by giving us thirty (30) days advance written notice. Your service is none transferable to the new owners.

## **Data Protection**

53. We comply with the data protection act in accordance with the United Kingdom Data Protection Act of 1998. We use industry standard procedures to protect your personal information and keep it secure. 51. In order to operate and provide you with a Service, which includes functions such as back office billing, you agree to allow us pass your personal information to other parties. We undertake that this information will not be used for any commercial purposes such as direct mailing, mailing lists, or used to send you information unrelated to our Service. We do not sell trade or rent your personal information to others.
54. Use of your personal information will be in accordance with our privacy policy. Other than as required by law, or as permitted under this Agreement, we shall not disclose your personal information to any third party without your permission. We have the right to carry out credit searches at any time, to provide us the credit worthiness information about you or your company, we may pass your details on to a registered debt collection agent to collect any outstanding payments, you have to right to reject us passing on your details, if you wish for your details not to be passed on then you must write us stating that you do not give consent, We suggest this is by royal mail signed delivery.

## **General**

55. Neither party will be liable to the other for delay or failure to perform its obligations under this Agreement by a matter, which is beyond its reasonable control (including without limitation severe weather, storms, floods, strikes, industrial disputes, war, riot, malicious damage, compliance with any law or governmental order, rule, regulation or direction). If these matters continue for more than one concurrent (1) month either party shall be entitled to terminate this Agreement.
56. Any notice, invoice or other document, which may be given by either party under this Agreement, shall be sent by email or prepaid first class post. Notices to us shall be sent to our office address (which can be accessed from the ineedbroadband Website). Notices to you shall be sent to your last known address. Correctly addressed notices sent by email will be deemed to be delivered immediately upon sending; and by post will be deemed delivered 48 hours after posting.

57. You may not assign, transfer, sub-contract, charge or licence this Agreement or any of its rights or obligations under it, without our prior written consent. We reserve the right at any time to assign, transfer, charge, sub-contract or otherwise transfer our obligations under this Agreement or any of its rights under it.
58. This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.
59. Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to it for breach of any warranties shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.
60. If an English court should find any provision of this Agreement to be invalid or unenforceable, but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable. Such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
61. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party who is not party to this Agreement.
62. Failure by either party to enforce any of its rights under this Agreement shall not be taken as or deemed to be a waiver of that right.
63. The laws of England and Wales shall govern this Agreement. Both parties submit to the exclusive jurisdiction of the English courts. Acceptable use policy this policy should be read in conjunction with the current version of the terms and conditions of service. Please read this policy carefully. Ineedbroadband.co.uk operates this policy in order to conduct its business in a responsible manner to enable it to provide as uninterrupted and seamless a service to its customers as is reasonably practical. Ineedbroadband reserves the right to suspend or cancel a customer's access to any or all services provided by Our Selves should we decide that the service has been inappropriately used. Ineedbroadband reserves the right to modify this policy at any time. The current version of this policy will be posted on [www.ineedbroadband.co.uk](http://www.ineedbroadband.co.uk) and it is the customer's responsibility to ensure their awareness of any changes made to this policy
64. (To facilitate this customer can opt-in to an email notification service)

## General Use

- a. The customer shall use the specified service provided under the terms of their contract with ineedbroadband for the purposes of gaining access to the Internet or the services thereon.
- b. The Services may not be used to send or receive any material which is offensive, abusive, indecent, obscene or menacing; or in breach or confidence, copyright, privacy or any other rights, or to knowingly send or receive any material, including computer viruses or pornography, which transgresses any laws of the United Kingdom, whether Civil or Criminal.

## Unlimited Use, lite, 4G

Ineedbroadband operates an unlimited use policy for Internet access. In rare cases, ineedbroadband may find a customer to be using the Internet resources to such an extent that they may jeopardise Internet performance for other customers (I.e. streaming of high band width servers, streaming audio video etc, P2P software, without the written persimmon of ineedbroadband), In this instance ineedbroadband reserves the right to suspend the user's service immediately &/or require them to upgrade to a higher service tier. This will only be implemented in extreme circumstances and is intended to prevent excessive use of the resource. Please see our **FUP** on our website for full detail of conditions of fair use. **Lite** use packages have a download cap per month and **4G packages** a total up and download limit based on the package you purchase, if you exceed your monthly cap then your speed will be reduced or stopped, please see packages for details. All 4G services are operated by the main supplier i.e EE we are not responsible for the service quality, speed or up/down times on 4G networks.

## Network

- a. The user may not intercept or monitor wireless network traffic.
- b. The user may not attempt, establish or facilitate unauthorised access to the network, resources or machines without the prior unequivocal consent of the lawful owner of that machine, resource or network.
- c. As with other wireless technologies, WLANs must meet stringent government and industry standards for safety. To date, scientific studies have been unable to attribute any adverse health effects to WLAN transmissions. In addition, the output power of wireless LAN systems is limited by OfCom and ICNiRP regulations to fewer than 100 mW, much less than that of a mobile phone. By agreeing to these terms and conditions you waiver any right to make claims against ourselves or directors now or in the future.

## **Email .**

Home Email accounts are free. Using the Services to transmit unsolicited bulk email is prohibited. Activities that have the effect of facilitating unsolicited bulk email whether or not that email is commercial in nature are also prohibited. The precise definition of 'bulk' is at the sole discretion of ineedbroadband.co.uk

- a. Recipients must always be provided with the means by which they can easily remove themselves from mailing lists should they no longer wish to receive further information.
- b. Using ineedbroadband to engage in activities that violate the terms of service of any other Internet or online service provider is prohibited. c. Falsifying addressing information or otherwise modifying headers to conceal the sender's or recipient's identity, for the purpose of circumventing these terms and conditions, is strictly prohibited.
- c. As from 01-11-13 ineedbroadband do not operate open smtp servers, all email accounts must be authenticated accounts, this may mean in some cases that you will need to contact your email domain supplier for their smtp server settings, or request an ineedbroadband email account to send your email via, this is to help prevent spam traffic.

## **Customer's other rights.**

The Customer may terminate the Agreement on giving written notice to the Company, such notice to take immediate effect, if we are in breach of a material obligation under the Agreement and fails to remedy such breach within 60 days of receipt of a written notice from the Customer giving full particulars of the breach. Ourselves shall, at its option, be entitled (without prejudice to any other right or remedy available to the Company) to terminate all or any of its contracts with the Customer forthwith. The Customer has a bankruptcy petition presented against him or the Customer makes or seeks to make any composition or arrangement with his creditors or the Customer makes a proposal to his creditors for a voluntary arrangement or applies for an interim order or an encumbrance takes possession of any of the Customer's assets or any of the Customer's property is taken in execution or process of law or a petition is presented or an order is made or a resolution is passed for the winding-up of the Customer or an administration order is made in relation to the Customer or the Customer's directors make a proposal for a voluntary arrangement with the Customer's creditors or the Customer is unable to pay its debts (within the or meaning of the Insolvency Act 1986) or a receiver or administrative receiver is appointed over any of the Customer's assets; The Customer fails to make any payment owed to Ourselves on the due date whether owing under this Agreement or not; or The Customer is in breach of the terms and conditions of any contract with Ourselves (including breach of these Conditions) and shall fail to remedy the same within 14 days of notice specifying the breach and requiring remedy (if the breach shall be remediable).

Ourselves has reasonable grounds to suspect fraud or misconduct in connection with the Customer's use of the Service or by any other third party whatsoever, with or without the Customer's knowledge or approval; or Ourselves is directed by the Director General of Telecommunications or other competent authority to cease to provide or allow the provision of any Service; or The Customer does not make material use of Service for a significant period of time; or The Customer provides Ourselves with false or misleading information at any time.

## **Social Media Policy**

Ineedbroadband operate a social media policy, we may operate a number of social media based accounts such as facebook and twitter and does not excluding other social media as site. These sites are used by ineedbroadband employees to pass information on to customers or share news and information about our services, These accounts are not to be used for support services Or abuse. Any customer past or present that uses social media to post negative, untrue or fails information about Ineedbroadband or its services may face legal action and immediate suspension of all ineedbroadband accounts and services.

## **Openreach Telephone Line.**

Should we install a new openreach telephone line to carry your broadband service, you are libel to pay all rental charges, including Install fee, monthly line retail, and call charges. All Openreach telephone line installs are subject to a minimum term of 12 months from the install date.

Either party shall be entitled to terminate any service(s) under this agreement EXCEPT Broadband/ADSL by giving the other party not less than 30 days prior written notice after the Service Commencement Date provided that in the case of notice served by the customer. Such notice shall not expire on or before the last day of the Initial Period. To terminate Broadband/ADSL services no less than 60 days prior written notice after the Service Commencement Date must be given provided that in the case of notice served by the Customer such notice shall not expire on or before the last day of the Initial Period. If the Customer gives notice to terminate the service where Ourselves has taken over line rentals, then a termination administration charge will apply based on the length of time the line rentals have been invoiced by The Company.

## **Annual Retail Price Index (RPI) price adjustments**

All new broadband package deals on monthly contracts taken out on or after 5 May 2014, and telephone package deals taken out on or after 28 September 2014 (including upgrades), have an annual price adjustment in line with the Retail Price Index (RPI).

The RPI is a widely recognised measure of the UK's general level of inflation and is used by many industries as a guide on whether to adjust prices, and by how much.

For consumer contracts, we use the RPI figure published by the Office for National Statistics in March and apply the change in April each year.

Business plans use the figure set in January, and apply the change in April each year.

If you're on an existing package deal purchased before 5 May 2014 or a Business plan purchased before 5 June 2014, it'll still be covered by our Fixed Price Promise, so you won't see any RPI adjustment.

### **2019 RPI changes**

#### **Consumer plans**

The RPI figure published in March of each year Office for National Statistics

If you're on a Pay monthly contract taken out on or after 5 May 2014, or a Mobile Broadband contract taken out on or after 28 September 2016 (including upgrades), you'll see this change from your April bill, in line with your terms and conditions

#### Business plans

The RPI figure published in of each year Office for National Statistics

If you're on a business plan that started on or after 6 June 2014, you'll see this change from your April bill, in line with your terms and conditions