

# Terms and conditions for Phone, Broadband and Mobile services

These Terms and Conditions constitute an agreement between you, the end user, and Telecommunications Management Limited. These Terms and Conditions apply to the use of all Service(s) provided by us for, you, the end user. You should read these Terms and Conditions carefully. By using the Service(s) you will have been deemed to have accepted and will be bound by these Terms and Conditions.

## Definitions

“Acceptable Use Policy” means the policy which can be found at [www.tmleurope.com](http://www.tmleurope.com).

“Agreement” means these conditions together with the Verbal Contract or Order Form, covering Services and Equipment supplied by us, including any such services subsequently requested by you.

“Bill” means a bill produced by us for one (or more) of the Services we are supplying to you

“Broadband Service” means the service we provide to you enabling you to access the Internet, including but not limited to ADSL / FTTC / FTTP connected services

“Call Service” means the service we provide to you enabling you to make and receive telephone calls.

“Charges” means our charges to you as set out in the Pricing Schedule, the Charges Schedule and these Conditions; such charges may be varied in accordance with clause 6.c and clause 15.f.

“Charges Schedule” means the schedule of charges, a copy of which is available at [www.tmleurope.com](http://www.tmleurope.com) as varied by us from time to time in accordance with clause 6.c and 15.f.

“Conditions” means these terms and conditions as amended by us from time to time in accordance with clause 15.f.

“Contract” means the contract between us and you consisting of:

- a) these Conditions;
- b) the Front Sheet and any schedule to the Front Sheet;
- c) the relevant Service Schedule(s);
- d) our Acceptable Use Policy;

“Customer” or “you” means the party named as such on the Front Sheet or a party to whom Services are provided under a Deemed Contract.

“Customer Equipment” means any equipment which you buy from us or obtain from a third party which is connected to the Network and used by you for the Call Service and the Mobile Service.

“Equipment” means any equipment we provide to you in connection with the provision of the Service, including, but not limited to, Routers and SIM Cards, all of which we own.

“Fraud” means a third party or parties (including your employees, contractors, or agents) illegally accessing the phone lines we provide to you to make calls, for example by dial through fraud or call forwarding fraud.



“FraudProtector” means our fixed line fraud monitoring Service which enables us to monitor the fixed line(s) we supply to you for unusual activity and, where we detect this, allows us to suspend the fixed line(s) where we believe this is advisable to prevent actual or potential Fraud.

“Front Sheet” means the sheet or sheets to which these conditions are attached that includes your contact details and details of the types of Service(s) to be provided by us to you.

“Group Company” means, in relation to you or us (as the case may be) you or us, each and any subsidiary or holding company from time to time and each and any subsidiary of a holding company of that company, as “subsidiary” and “holding company” are defined in section 1159 of the Companies Act 2006.

“TML” or “us” or “we” means Telecommunications Management Limited of Network HQ, 508 Edgware Road, The Hyde, London, NQ9 5AB trading as TML.

“Line Rental Service” means the line rental service we provide to you enabling you to make and receive calls.

“Minimum Period” means the minimum period for the Service, the initial term of which is set out on the Front Sheet and which starts on the Service Start Date; the minimum period may be renewed on agreement between you and us from time to time for further minimum periods for the same length as, or different to, the initial term.

“Mobile Service” means the mobile service we provide to you enabling you to use and receive a range of mobile services including, but not limited to, messaging services, age restricted services and premium services.

“Network” means the mobile network over which the Mobile Service and mobile Call Service is provided.

“Network Operator” means the provider of the Network.

“Number” means the telephone number(s) allocated to you under this Contract.

“Pricing Schedule” means the schedule, a copy of which is available at [www.tmlurope.com](http://www.tmlurope.com) as varied by us from time to time in accordance with clause 15.f.

“Router” means a modem or router provided by us for use by you in connection with the Broadband Service.

“Service” means any or all of the following, but may not be limited to, (as indicated on the Front Sheet if applicable and as amended from time to time); the Broadband Service, the Call Service, the Landline Service, the Line Rental Service, the Mobile Service and any installation or engineering services provided by us or our partners on our behalf.

“Service Schedules” mean the schedule to these Conditions that describes the Service we will supply.

“Service Start Date” means the date on which the Service is first made available to you save that in the case of the Broadband Service, for non-fibre based Broadband Service, it is the date we tell you the Broadband Service has been activated and for fibre based Broadband Service, it is the date on which we complete the installation of the Broadband Service.

“SIM Card” means a subscriber identity module which allows access to the Network and use of the Call Service and Mobile Service when installed and used in Equipment or Customer Equipment.



## 1) Commencement

- 1) These Conditions apply whether you entered into an oral Contract with us over the phone or a written Contract or where you are a Deemed Customer. The Contract begins on the date you sign the Front Sheet, agree verbally to enter into the Contract or the date on which you become a Deemed Customer (as applicable).
- 2) The Minimum Period starts on the Service Start Date. You may terminate the Contract at any time before your Service Start Date as set out in clause 11.a.

## 2) Provision of the Service

- 1) Any orders placed for the Service are business to business transactions to which the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Protection (Amendment) Regulations 2014 do not apply.
- 2) Site preparation, access, and installation:
  - 1) You will prepare the site in accordance with any instructions we or our appointed agent may give and you will provide us/our appointed agent with access to the site for the purposes of installation, programming, repair and maintenance.
  - 2) You will obtain any permission needed to put Equipment on the site.
  - 3) You and we will meet each other's reasonable safety and security requirements when on your site and will look after each other's equipment.
  - 4) We will try to provide the Service by any date we agree but all dates are estimates only.
  - 5) You are responsible for making good the site after we or our appointed agent have carried out any work at the site, including putting items back and re-decorating.

### 3) Registration for the Service and Security

- 1) In order to register for the Service(s) provided under this agreement, set up an account and designate authorised users you must be at least 18 years of age. You acknowledge and are aware that areas accessible on or through the Service(s) provided under this contract may contain material unsuitable for persons under 18 years of age, and to supervise minors you permit to use the Service.
- 2) You confirm and warrant that all information supplied by you when you register for the service(s) provided under this contract is true, complete and accurate in all respects and you agree to notify us immediately of any changes to that information.
- 3) You are responsible for ensuring that no unauthorised access is obtained to the Service through your account.
- 4) In order to access the internet using our Broadband services you will be issued a unique username and password.
- 5) If we believe that there is likely to be a breach of security or misuse of the Broadband Service, we may change any/all of your passwords and notify you accordingly.
- 6) If you forget any password, you may contact our Customer Services Team. Subject to satisfying the security checks in operation, you will be given a new password to enable you to use the service(s) provided under this agreement.

## 3) Your obligations

- 1) You agree:

- 1) To comply with our Acceptable Use Policy; and
- 2) to inform us by providing at least 30 days advance notice either via the website [www.tml europe.com](http://www.tml europe.com) or by calling our customer service number of any changes in the information you have provided in the Front Sheet, such as change of business name or change of address; and
- 3) to inform us by providing at least 30 days advance notice of your business ceasing to trade by calling our customer service number or by emailing [TMLsupport@tmleurope.com](mailto:TMLsupport@tmleurope.com); and
- 4) to terminate, at your own expense, any contracts you have with alternative providers who provide you with services the same as or similar to the Service; and
- 5) that we will be your only supplier of services the same as or similar to the Service(s) provided under this agreement during the term of the Contract.

#### 4) Operational changes

- 1) From time to time we may:
  - 1) change any Numbers given to you, the performance or functionality of the service or the way in which we provide the service as provided in this contract, provided this will not affect the performance or functionality of the Service to your significant detriment;
  - 2) interrupt or suspend the Service as set out in clause 9;
  - 3) change the Network to another network of similar quality.

#### 5) Services

##### 1) General

- 1) We will use reasonable efforts to make the Service(s) provided under this contract available but owing to the nature of Telecommunications networks, it is impossible to provide a fault free service and the quality of the Services depends on:
  - (1) The quality of the network to which you are connected and on the other telecommunications networks to which the person you are calling is connected; and/or
  - (2) Physical features such as buildings, underpasses and atmospheric conditions (for Mobile phones and Wi-Fi routers).
  - (3) Circumstances beyond our control such as: lightning, exceptionally severe weather, fire, explosion, war, riots, industrial disputes, acts of terrorism, government action or regulation or national or local emergency.
- 2) We will use reasonable efforts to deliver and install any equipment (or provide any new services) on the agreed date. Any date specified shall not be a term of this agreement but an estimate date only and may be subject to a site survey. We accept no responsibility for failure to meet the agreed delivery and installation date. All prices quoted to provide a new Service are subject to survey. We endeavour to exercise reasonable care in installation, operation and maintenance of the equipment.
- 3) Upon notification of a fault by you, we will use reasonable efforts during normal working hours to rectify such faults provided that the fault has arisen from normal and proper use of the Equipment and Service(s) provided under this contract. Where there is a network fault on any lines that we provide you on the "network", we will use appropriate engineers to repair any faults within the timescales of your selected maintenance



package. You agree to pay any charges we incur for the repair of any faults affecting your lines from your equipment or resulting from your negligence. In the event of a delay in repairing any network fault, our liability to you is limited to any compensation we may receive from the “network” in respect of that delay.

- 4) Any equipment used to by you to access the Service(s) must be lawfully approved for connection. You must not use the Service(s) for any improper or unlawful purpose. You must comply with any instructions we give you about the Service(s).
- 5) You may request additional Service(s) to be provided by us at any time by post, fax, email or telephone. Any Service(s) provided by us under this contract pursuant to such a request will be subject to our standard Terms and Conditions in the same way as if you had signed a new Order Form requesting the Service(s).
- 6) You will be responsible for the safe keeping and safe and proper use of any equipment we have installed.
- 7) We cannot be held responsible for any fraudulent usage, unless covered by FraudProtector, on your Service(s) or the proper safeguarding or security of your Service(s) provided under this contract.
- 8) You will not own or have any right to sell or agree to transfer the Number(s) related to the Service.
- 9) The charges for the Services contained in your monthly statement will be calculated using data recorded by the carriers and networks which we use, and not from any data recorded by you. In the event of any dispute, the call data record from the carrier or network shall be deemed to be conclusive evidence of that usage. You are responsible for all call charges made on your Service(s), howsoever arising and whether such calls were made with or without your authority or knowledge.

## 2) Landline Phone Service

- 1) If we are providing a voicemail service, we may limit the number and duration of messages that can be left on the voicemail service. Confidentiality of messages cannot be guaranteed. You cannot record a voicemail message in accordance with clause 9.a.iii, and we may change or withdraw the voicemail facility at our discretion.
- 2) If you have asked us to supply our Landline phone service, we will take such actions as are necessary to enable us to take over responsibility for providing your entire telephone service (calls and line rental) where technically possible. This may include acting as your agent in implementing the introduction of CPS on your fixed line(s). We may use whichever carrier(s) we nominate from time to time and to notify Carriers accordingly on your behalf, instructing them to transfer responsibility for managing your phone line(s) to us, and/or transferring or connecting your line to our network.
- 3) We reserve the right to cap all free calls (including those made using our inclusive call bundles) at a maximum number being called during any calendar month at our sole discretion; if this limit is exceeded, we reserve the right to charge for all calls to any additional numbers at our published rate for a peak local/ national call.

## 3) Non-Geographic Numbers (NGN) including 0800

- 1) Upon receipt of a telephone call which has been made to a NGN allocated to you, we will use all reasonable skill and care to deliver it to the telephone number requested by you in your original application (or as subsequently amended by agreement between us). We will use our reasonable endeavours to implement any change to the telephone number to which



your calls are being delivered within 3 Working Days from receipt of a written request by you. You are responsible for informing us of all changes to the telephone number to which you wish the Service to deliver your calls. In the event that you do not inform us that this telephone number has changed, you will still be liable for all charges associated with the Service.

- 2) We may withdraw any NGN from you on 30 days' notice if such number has not been used in a 90-day period, or if we have reason to believe you are no longer using the telephone number to which we are delivering the Service.
  - 3) You will not give us less than 30 days' notice prior to television or mass market advertising of the NGN or telephone number allocated to you and provide us with a forecast of the expected number of calls. We shall use reasonable endeavours to route the forecast calls in full but we shall not be liable for any failure to route the telephone calls to your line provider, or their failure to route such calls to you.
  - 4) It is your responsibility to obtain and use any equipment you may need and to ensure such equipment is approved for use on a public telecommunications network so that we can provide the NGN service to you.
  - 5) The costs incurred in printing or advertising the NGN before you have successfully tested and received a call is at your own risk, and we will not be liable for any losses resulting in difficulties and delays in connecting the NGN or telephone number.
  - 6) In the event you request us to provide additional Service(s), we will use reasonable endeavours to supply them. Any additional features may be subject to additional monthly line rental, and it may be necessary to change your allocated telephone number in order to provide these additional features.
  - 7) On connection of the NGN or telephone number allocated to you we may set a credit limit on the amount of call charges you can incur.
  - 8) On connection of the NGN telephone number allocated to you (or at any time later on) if we have reason to believe any amount due from you may not be paid, or if your call usage in any month is materially greater than any Bill previously paid to us by you, we may ask for reasonable deposit to be used as security.
  - 9) If you choose to port your NGN number(s) away from TML we will charge you a porting out administration fee of £20 for each NGN
- 4) Broadband Service
- 1) Our Broadband Service(s) checker will show following estimated speeds:
    - (1) Normally available download and upload speed;
    - (2) minimum upload speed;
    - (3) maximum upload and download speed;
    - (4) advertised (headline) upload and download speeds (if we have included them in our advertising).
  - 2) Speed estimates are based on actual tests conducted on a representative sample of customers over the whole country.
  - 3) We cannot guarantee the minimum speeds, and it may take up to 2 weeks from installation for your speeds to stabilise.



- 4) We offer a single model of router. Prices and details for which are available on our website. These always remain TML's property, unless purchased at full unsubsidised retail price.
  - 5) All routers supplied by us, that remain our property, come with a lifetime warranty and you will be entitled to a free replacement if the router supplied to you develops a fault as long as you take our Broadband service. A fault caused by loss, theft or physical damage will not be entitled to a free replacement. The faulty router must be returned within 30 days of the fault being reported to us using recorded delivery, the price for postage and packaging will be covered by us. Fail to do this and you will be charged full retail price of the router on your next bill after the 30 days has expired.
  - 6) You may upgrade at any time to a better router, subject to you paying the postage and packing costs for the new router to be sent to you and the old one to be returned to us. This charge will be added to your next monthly bill. New rental charges (if applicable) will be provided from the date the new router is provided to you. Failure to return the old router to us within 30 days of receiving the new router will incur a charge on the next bill after the 30 days has expired. This will be for the full retail price of the old router.
  - 7) You agree not to publish using our Broadband service any information, software or other content in accordance with clause 9.a.iii.
  - 8) We do not engage in the active screening of online material and will be entitled, but not obliged, to edit or delete any information, software or such content which you or anyone using your Broadband service may place online at any time at our sole discretion. Nor do we generally monitor the content of information sent or received using the Broadband service. However, we reserve the right to do so as we consider necessary.
  - 9) You are solely responsible for evaluating the accuracy and completeness of any content that may appear online and the value and integrity of any goods and services offered by third parties.
  - 10) We may require you to change your Domain Names, URL or email address(es) and may suspend your Broadband service, email or webspace if any Domain Name, URL or email address is, or is likely to be, to violate clause 9.a.iii or any other term of this Agreement.
  - 11) During installation, your phone line may be disconnected which will temporarily disrupt your Landline and Broadband Services. Installation will be shown on your next monthly bill.
  - 12) You must have the fibre compatible n-range router (of equivalent specification to the type we provide free of charge on request to Broadband customers) to use our Service. We cannot guarantee the Service provided under this contract will work if you are using a router not supplied by us.
  - 13) As part of installation, you will be responsible for connecting your wireless router to your landline and set the wireless router to fibre mode.
- 5) Mobile Services
- 1) We will use reasonable efforts to obtain access to compatible networks in other countries; we call this 'roaming'. The ability to use overseas networks will depend upon the arrangements between the foreign operators and the network we are using to provide the Service(s) from time to time. We do not guarantee the availability of roaming in any overseas country, and if roaming is available, the cost of making or receiving a call may be significantly higher than in the UK. Our mobile phones are supplied with



international calling and roaming enabled. There is a default billing cap on data roaming of EUR50 as per European Roaming Regulations. In such circumstances, we will send you a text and bar data roaming as soon as we become aware that your roaming data expenditure has reached EUR50. This bar will remain in place until the next billing period, or if you explicitly instruct us to opt out of the cap and remove the data roaming bar.

- 2) We will endeavour to provide you with the various features offered by your handset and network provider, however, we do not accept any responsibility if any of these features are not supported by us and/or the network provider we use and/or the handset you have chosen.
  - 3) If you are using our voicemail service you must do so in accordance with clause 5.b.i.
  - 4) Our mobile service is subject to a 'fair usage policy' in the UK and whilst roaming. For full details visit the TML website. Under certain circumstance this may result in:
    - (1) A mobile service being temporarily suspended in the UK or whilst roaming.
    - (2) Limiting the amount of mobile data which may be used whilst roaming
    - (3) Additional surcharges for use of a mobile service in the UK or whilst roaming.
  - 5) If at any time we have reason to believe any amount due from you may not be paid, or if the price and usage in any month is materially greater than any Bill previously paid to us by you, we may ask for a reasonable deposit to be used as security.
  - 6) Customers should be aware that we are unable to guarantee that the SIM Card will be compatible with your handset.
  - 7) It is unlikely, but we may need to change your voicemail number, mobile phone number or any other number from time to time, or to use a different network or carrier. We will let you know if this is going to affect you.
  - 8) We will not charge you from switching between our price plans and the new price plan will become effective on the 1<sup>st</sup> of the month following the date we process your request.
- 6) Emergency Services
- 1) Access to the Emergency Services is available by dialling 999 from your landline, or 999 or 112 from your mobile.
  - 2) If you call the emergency services, we will provide them with information to enable them to identify your location
  - 3) If your landline experiences a fault it may not be possible to contact the Emergency Services.

## 6) Charges and payments

- 1) We will invoice you monthly for the Service(s) in accordance with the Contract, these Conditions, the Charges Schedule and the Pricing Schedule.
- 2) Charges for all our Service(s) are set out in our tariff guide, available on request. This may change from time to time and we shall write to you with details of any changes or notify you of such changes in your monthly bill.
- 3) Unless otherwise agreed, we will send you your invoice by paper billing and will charge the relevant fee for paper billing detailed in the Pricing Schedule. We invoice any fixed monthly Charges, such as line rental, equipment rental and broadband monthly charges in advance and we invoice non-fixed charges, such as call charges and connection charges, monthly in





arrears. We may require you to provide a deposit for your call charges. Payment will be due on the date specified in the invoice and, if you pay by Direct Debit, will be taken from your account on or around that date.

- 4) There may be delays in charges appearing on your invoice due to, for example, delayed receipt by us of call data records from third parties such as where you have made roaming calls.
- 5) It is your responsibility to ensure that there are enough funds in your account to cover the Direct Debit payment. If you do not pay all charges by Direct Debit (whether because you have not set up a Direct Debit or if your Direct Debit fails to be collected or otherwise) we may charge you a “non-Direct Debit surcharge” as set out in the Pricing Schedule. You must tell us promptly of any changes to your bank details that may affect payment of the charges. This Clause does not affect any other rights or remedies we have under the Contract.
- 6) All prices and charges shown are exclusive of VAT which will be payable at the applicable rate. Early termination fees (if any) will not be subject to VAT.
- 7) If you do not pay all charges by the due date shown on your invoice, we may charge you interest and fixed-sum charges (which vary depending on how much you owe us) at the levels set out in the Late Payment of Commercial Debts (Interest) Act 1998 together with our reasonable costs. The interest rate as set by the Act is currently 8% above the Bank of England base rate. You agree to promptly reimburse us for any costs we incur as a result of your non-payment of the charges.
- 8) You acknowledge that you are responsible for and will pay the charges for the Service, whether you or someone else uses the Service. If the Equipment/Customer Equipment containing the SIM Card or the SIM Card itself is lost or stolen, you must notify us of the loss or theft in accordance with the instructions on our website available at [www.tml europe.com](http://www.tml europe.com). You will be responsible for all charges including all call charges until you notify us of the loss or theft and will have to pay for a replacement SIM Card. From the point at which you notify us you will not be responsible for future call charges but will continue to be responsible for all other charges.
- 9) You agree to provide us with any information we reasonably require to carry out necessary credit status enquiries.
- 10) You agree not to delay or withhold payment to us for any reason. Any payments you make, including payments you make to us for services other than the Service, shall be applied by us as we see fit.
- 11) On registration for the Service(s) (or at any time later) we may set a credit limit on the amount of charges you may incur. As our billing system is not updated instantly when you use the Service, you may exceed the credit limit, but if this happens, you will still be liable for charges.

## 7) Call Charges

- 1) Calls to mobile numbers are charged at the same price irrespective of which network originally allocated the number dialled.
- 2) International prices are at a flat rate and apply at all times. Calls to international ISDN data, international Premium rate or Audiotext numbers may be charged at higher rates than the standard international call charge.
- 3) Except where specifically stated mobile charges and inclusive allowances exclude calls made or texts sent to:
  - 1) Non-UK numbers; or



- 2) to premium rate numbers in the UK; or
  - 3) while roaming outside the EU; or
  - 4) to Call Access numbers.
- 4) any calls or texts which use data (e.g. WhatsApp) will be charged at the applicable data rate.
  - 5) You will not be charged for calls diverted to your voicemail, or to set up or cancel the call divert facility, except while roaming.
  - 6) While roaming, mobile calls to our customer service number are charged at standard roaming rates for the country you are in.
  - 7) Text messages that are over 160 characters in length may be split by your mobile device into smaller messages and recombined by the recipient's mobile device. In this event, each individual message is deducted from any inclusive allowance or charged at the appropriate rate for the text message, including the roaming rate if abroad.
  - 8) Some Smart Phone Applications (Apps) send text messages to the App Developer when first used or activated, and/or subsequently, and you may not be aware that such text messages have been sent. Any such messages will be deducted from any inclusive allowance or charged at the appropriate rate for the text message.
  - 9) All calls are subject to call rounding:
    - 1) The length of each call will be rounded to the next nearest minute; and
    - 2) Call charges are applied without VAT and is rounded up to the nearest whole penny; and
    - 3) VAT is applied and rounded up to the nearest penny.

## 8) Faults and repair

- 1) We will try to provide uninterrupted service, but you understand and agree that, from time to time faults, including intermittent faults, may occur.
- 2) If you report a fault in the Service, we or our appointed agent will try to repair the fault in accordance with the Service Schedule. However, you acknowledge that the repair may be delayed due to issues such as engineer availability or lack of access and so we cannot guarantee how long it will take to repair a fault. If:
  - 1) we work outside the hours stated in the Contract; or
  - 2) we find there is no fault; or
  - 3) we find you or your equipment have caused the fault,

we may apply a charge as stated in the Charges Schedule or, if none is stated, based on our reasonable costs.

- 3) In the event you request assistance from us to program or reprogram any telecommunications equipment in your possession, and we agree to provide such assistance, we shall not be liable for any loss or damage as a result of any problems arising thereafter howsoever caused.

## 9) Suspension of Service

- 1) We may suspend or cease the Service:
  - 1) for technical, operational or other reasons; or

- 2) if we have to as a result of a direction or request from a government department, the emergency services or a regulatory or administrative authority; or
  - 3) if we believe you are using the Service(s) in an unauthorised way or for criminal activities or for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing nature; or
  - 4) if we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of your equipment and or the Service(s) is taking place; or
  - 5) if required to do so to maintain or improve the Service(s) in which case we will endeavour to ensure this suspension is for as short a time as possible; or
  - 6) if you have not paid an invoice 14 days or more after payment was due; or
  - 7) if we reasonably believe you are failing to use the Service in accordance with the terms of the Contract.
- 2) Any suspension of the Service(s) does not affect your obligation to pay for the Service(s) during or after the suspension period and our right to charge a termination fee (as set out in the Charges Schedule).
  - 3) We shall not be liable to you for any losses you may incur as a result of the suspension or cessation of the Service(s).
  - 4) We may give you advance notice of suspension or cessation.

## 10) Address moves

- 1) In the event that you move address without informing us and providing a forward address at which we can contact you, you will remain liable for all changes associated with any Services being provided to your previous address until we have been properly notified that you are no longer living there.
- 2) We reserve the right to end any Service we have been providing to you, without notice, in such circumstances and we will not be liable for any resulting loss, damage or inconvenience. You will be liable for any associated charges if service(s) are ended under clause 9.a.
- 3) If you move property and ask us to supply a Landline phone service at your new address, then it will be subject to a minimum contract term as per your original agreement.
- 4) Where we have been supplying you with an Internet service on a fixed telephone line for less than 12 months, in the event you move to a new address and ask us to provide Internet service at the new address, we will charge you an administration fee towards the third party costs we incur in disconnecting the Internet service at your old address. Please refer to the Pricing guidelines.
- 5) If you are moving address and wish to maintain your Broadband service, you will only be able to do so if the local BT exchange at your new address has been upgraded to allow our network connections to be established. You will be required to pay an installation fee relating to the costs we incur providing this service at your new address. We may not be able to transfer your Service and will not be liable to you in this instance. If you do not wish to transfer Broadband to your new address, or are unable to do so, you will be required to pay any early termination fees that may apply.

## 11) Ending our Contract

- 1) You may terminate the Contract by telephone, by email or by post at any time up until the Service Start Date without charge or any other form of compensation.



- 2) You are responsible under Regulation 9 of the Waste Electrical and Electronic Regulations 2006 (“the WEEE Regulations”) for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any Equipment supplied under the Contract that has become waste electrical and electronic equipment (“WEEE”). We acknowledge that for the purposes of Regulation 9 this clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. You are responsible for any information recording or reporting obligations imposed by the WEEE Regulations. You will indemnify us against any third-party claims or legal proceedings brought or threatened against us which would not have been caused or made if you had carried out your express or implied obligations under this clause or in connection with the WEEE Regulations.
- 3) You may terminate the Contract:
  - 1) Without penalty by telephone or by post on or after the end of the Minimum Period or any other fixed term period;
  - 2) if we cease business; have bankruptcy or insolvency proceedings brought against us; make an arrangement with our creditors (other than for solvent amalgamation or solvent reconstruction); a receiver, administrative receiver or administrator is appointed over any of our assets; we go into liquidation; a notice is given, a petition issued, a resolution passed or any other step is taken to start any of the above procedures; or there is a corresponding event under Scottish law;
  - 3) if you cease business; have bankruptcy or insolvency proceedings brought against you; make an arrangement with your creditors (other than for solvent amalgamation or solvent reconstruction); a receiver, administrative receiver or administrator is appointed over any of your assets; you go into liquidation; a notice is given, a petition issued, a resolution passed or any other step is taken to start any of the above procedures; or there is a corresponding event under Scottish law;
  - 4) if we change the Conditions and/or the Charges to your material detriment. If we do, we will notify you in writing (by email or post) at least one month before the change is due to take effect. You have 30 days from the date on which we inform you of the change to give us written notice to end the Contract;
  - 5) If failure to continue to provide the Service(s) continues for more than three months after the commencement of the failures in accordance with clause 9.a.i, by giving us notice in writing.
- 4) If you terminate the Contract during the Minimum Period or any other fixed term period or we terminate for your material breach such as for failure to pay, we will charge you a termination fee as set out in the Charges Schedule. If you substantially reduce the volume of Service you take from us, for example by reducing the number of lines, we reserve the right to charge a termination fee as set out in the Charges Schedule. You agree this represents a fair and reasonable estimate of the losses we will incur if you terminate the Contract early.
- 5) If you are a sole trader or partnership you will not be required to pay an early termination fee when you cease business if you provide a recently issued letter confirming you have ceased to trade from any of the following: a firm of solicitors/a licensed insolvency practitioner/an accountancy firm, each of which must be registered with and regulated by their respective regulatory authority. The letter must confirm you have ceased trading in all business capacities in which you were formerly engaged.
- 6) We may terminate the Contract:



- 1) If you materially breach any of the terms of this Contract including, but not limited to (a) failing to pay any amounts due under the Contract when they fall due for payment; (b) failing to pay by Direct Debit (unless otherwise agreed); (c) closing or moving your business without notifying us in writing;
- 2) if you cease business; have bankruptcy or insolvency proceedings brought against you; make an arrangement with creditors (other than for solvent amalgamation or solvent reconstruction); a receiver, administrative receiver or administrator is appointed over any of your assets; you go into liquidation; a notice is given, a petition issued, a resolution passed or any other step is taken to start any of the above procedures; or there is a corresponding event under Scottish law.
- 7) If you or we terminate this Contract, you will, within 14 days of the date of termination, return any Equipment that we still own to us in good condition and suitable packaging. If you do not, we reserve the right to charge you for each piece of at the rate set out in the Charges Schedule or, if not set out in the Charges Schedule, as notified to you post termination.

## 12) Indemnity

- 1) You warrant that:
  - 1) Your use of the Service(s) will not violate any law, regulation or treaty and that such use will not be in breach of the intellectual property rights of any person; and
  - 2) your use of the Service(s) may only be for lawful purposes;
  - 3) you shall not use or authorise or permit anyone else to use the Service(s) for any use that is prohibited by these terms and conditions, and
  - 4) you warrant that you are entitled to any trademark or name that you use in any Domain Name(s), URL or email address.
- 2) You shall indemnify and hold us harmless against all claims, liabilities, losses, damages, costs and expenses incurred suffered by us (including, but not limited to claims in respect of defamation, breach of copyright or other intellectual property right infringement) by reason of a breach by you, or any of your Designated Users, or any of your obligations set out in these Terms and Conditions.

## 13) Liability

- 1) Neither you nor we exclude or limit our liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited by law.
- 2) We shall not be liable for any loss or damage caused to you except where caused by our negligent acts or negligent omissions or our breach of contract and in such an event our total liability to you under this Contract for any loss or damage shall be limited to £5000.
- 3) Subject to clause 13.a, we shall not be liable to you for: any indirect, consequential and/or special loss or damage; (subject to clause 13.e) any losses arising as a result of fraudulent activity relating to the Service even where you are provided with FraudProtector as it will not always prevent all fraudulent activity from taking place; loss of profit; loss of revenue, loss of production or loss of business; loss of contracts; loss of goodwill, loss of reputation or loss of opportunity; loss of anticipated savings or loss of margin; loss or destruction of data; wasted management, operational or other time; any liability you may have to third parties; or the acts or omissions of Network Operators or other providers of telecommunication services on whom we have to rely.



- 4) You are advised to obtain your own business continuity insurance.
- 5) If you subscribe to FraudProtector then, subject to clause 13.f we shall, provided:
  - 1) we decide, acting reasonably, that you have been a victim of Fraud;
  - 2) you accurately complete and return our fraud pack (which can be provided on request);
  - 3) you accurately complete and return an Action Fraud report (which you can discuss with our credit control department); and
  - 4) you pay us the lower of (a) our Charges in relation to the calls made through Fraud; and (b) £500 (such sum may be varied from time to time as set out in clause 17.f), bear the costs for calls made through Fraud. Our liability under this clause shall not be subject to the limit of liability in clause 13.b.
- 6) You acknowledge that FraudProtector does not prevent all unauthorised access to the Customer Equipment or Equipment and that you are responsible for setting up and maintaining the security of such Customer Equipment and Equipment.
- 7) The Internet is separate from the Services and use of the Internet is at your own risk and subject to any applicable laws or further terms and conditions. We have no responsibility for any goods, services, information, software or materials you obtain using the Internet.
- 8) In the event that a line we have made available to you for any Service(s) has an alarm or any other monitoring system attached, we will not be responsible if said systems are to fail due to some technical fault, failure in line or otherwise.

#### 14) Copyright

- 1) The content on the Service is protected as a collective work under applicable copyright law.
- 2) Except as expressly authorised online or in these Terms and Conditions, the copying, redistribution, or publication by you or any of your Designated Users of any such content is prohibited.
- 3) Information, software or other content placed by you or any of your Designated Users in any public areas of the internet using the Broadband service grants us the right to copy and otherwise use in connection with the Broadband service, such information, software or other content. Subject to this grant, any rights you may have in such information, software or other content are retained by you.
- 4) Copyrighted material must not be placed on the Internet without the permission of the owner(s) or person(s) they specifically authorise. Only the owner(s) or such authorised person(s) may upload copyrighted material to the internet using the Broadband service.

#### 15) Miscellaneous

- 1) You may not assign or transfer this Contract or any rights under it to any third party without our prior written consent. We may assign or transfer this Contract or our rights under it.
- 2) Neither you nor we shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of our obligations under this Contract if such delay or failure results from events, circumstances or causes beyond our reasonable control including, but not limited to, acts or omissions of other telecommunication services providers. If the period of delay or non-performance continues for eight weeks, the party not affected may terminate this Contract on 30 days written notice to the affected party.
- 3) If any provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If



such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision shall not affect the validity and enforceability of the rest of this Contract.

- 4) Each of us acknowledges that, in entering this Contract we have not relied on, and shall have no remedy in respect of, any representation, or warranty that is not set out in this Contract, except in the case of fraud.
- 5) If you wish to make a complaint about the Service, please follow the process set out in our complaints procedure on [www.tmleurope.com](http://www.tmleurope.com).
- 6) We may, from time to time, make changes to these Conditions and to the Charges. Where those changes are materially detrimental to you, we will notify you of the changes in accordance with clause 11.c.iv. Where the changes are not materially detrimental to you we will publish the changes online at [www.tmleurope.com](http://www.tmleurope.com) (or any other address of which we may notify you) and/or notify you in writing by email or post or notice in our invoices or notice on Customer Zone.
- 7) A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 8) Notices given under the Contract must be in writing and delivered by hand, email or first-class post to the following addresses:
  - 1) to us at the address shown on the bill or any address we provide to you for this purpose; or to you at any one or more of the following: the address to which you ask us to send bills or the address of the site or your primary email address or, if you are a limited company, your registered office.
  - 2) This clause does not apply to notices given by us to you under clauses 11.c.iv or 15.f.
- 9) A notice will be served: if delivered by hand at the time of delivery; if sent by first class post, 3 working days after the date of posting; and if sent by email, at the time of successful transmission.
- 10) This Contract is governed by English law and subject to the exclusive jurisdiction of the English courts.

## 16) Privacy Policy and Use of Your Information

- 1) By entering the Contract, you are confirming:
  - (1) that you have read our privacy policy (available at [www.tmleurope.com](http://www.tmleurope.com)) which forms part of these Conditions; and
  - (2) that you do not object to the use and sharing of your personal data, including your contact details, as explained in the privacy policy.
- 2) Details of our Group Companies can be found at [www.tmleurope.com](http://www.tmleurope.com). We or our Group Companies (or others acting on our behalf) may collect, store and use information about you and may include:
  - (1) your name, age, gender and date of birth;
  - (2) your home address, telephone number(s) and email address;
  - (3) your business address, telephone number(s) and email address;
  - (4) banking and financial information;
  - (5) information about when you contact us and when we contact you; and



- (6) information we received when making a decision about entering into this Contract with you (including any information collected from credit reference agencies).
- 3) Full details of how we may use your personal data can be found in our privacy policy. As a summary, however, we may use your information to:
  - (1) provide the Services you have requested including operating and managing your account;
  - (2) identify you if you call us about your account;
  - (3) charge you for the Services we provide;
  - (4) comply with our legal and regulatory obligations;
  - (5) contact you by email, SMS, letter, telephone or in any other way about our products and services (unless you have asked us not to);
  - (6) search credit reference agencies or fraud prevention agencies; and
  - (7) identify, prevent, detect or tackle fraud, money laundering or other crimes.
- 4) If you do not wish to receive direct marketing from us or our Group Companies, you can let us know at any time by emailing us on [tmlsupport@tmleurope.com](mailto:tmlsupport@tmleurope.com) or by writing to us at TML, Equinox House, 6 Oriel Court, Alton, Hampshire, GU34 2YT or by any other means set out in our privacy policy.
- 5) We may also share your information with:
  - (1) all relevant industry organisations (or others acting on their behalf), based on approved industry processes;
  - (2) regulatory bodies, government authorities or ombudsmen schemes;
  - (3) credit reference agencies or fraud prevention agencies; and
  - (4) any payment system we use.
- 6) We may monitor and record our communications with you, including emails and phone conversations and use such information for training purposes, quality assurance, to record details about your Services and to meet our legal and regulatory obligations.

## 17) Confidentiality

- 1) You and we shall, subject to clause 17.b, keep confidential all confidential information about each other obtained under or in connection with the Contract. Each of us may disclose the other's confidential information to our officers, employees, advisers, subcontractors and contractors that need to know the relevant confidential information to enable the provision or receipt of the Service(s), provided that we procure that each such person to whom the confidential information is disclosed complies with the obligations set out in this Contract as if they were you or us.
- 2) You or we may disclose each other's confidential information to the minimum extent required by:
  - 1) law, any order of any court of competent jurisdiction or any competent judicial, governmental, or regulatory body;
  - 2) the rules of any listing authority or stock exchange on which our shares are listed; or
  - 3) the laws or regulations of any country with jurisdiction over it (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions to that



Act applies to the confidential information disclosed).

provided it gives the other the maximum written notice permissible under the demand in which to make representations and mark the required information as the confidential information of the other party.

- END -

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