

## Landlord Broadband & Wireless Technologies Ltd T/A Landlord Broadband

Company number 08952318

### Terms and Conditions for the provision of Services

The Customer's attention is particularly drawn to the provisions of Condition 13.

#### 1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges:** the Charges payable by you for the supply of the Services in accordance with Condition 11.

**Conditions:** these terms and conditions as amended from time to time in accordance with Condition 4.

**Contract:** the Contract between Us and you for the supply of Services in accordance with these Conditions.

**Customer Service Plan:** the document that sets out how we will provide the Services.

**Equipment:** the equipment supplied by Us to you to be installed at the Property in accordance with Condition 5 of these Conditions to enable the provision of the Services.

**Order:** your Order for Services as set out in the 'Your Landlord Broadband Order', 'Your Landlord Broadband Wi-Fi Installation Order' or 'Adding More Properties to your Portfolio' email.

**Property:** a dwelling owned, being developed, let or managed by you, where the services are to be provided.

**Services:** the services supplied by Us to you as set out in the Specification.

<b>Specification:</b>	the description or specification of the required Services.
<b>We/Us/Our:</b>	Landlord Broadband & Wireless Technologies Ltd T/A Landlord Broadband of The Catalyst, York Science Park, Baird Lane, Heslington, York YO10 5GA.
<b>Landlord:</b>	the owner of the Property to which the Services are supplied.
<b>Letting Agent:</b>	the person or business responsible for letting and/or managing the Property on behalf of the Landlord.
<b>Tenant(s):</b>	the tenants as named on the tenancy agreement or licence which relates to the Property and to which the Landlord is a party.
<b>Contract Commencement Date:</b>	the date you confirm that you want to proceed with the order, and we accept the order.
<b>Tenancy Internet Policy:</b>	the document that We provide to you that needs to be included within your tenancy agreement or signed separately. This covers general awareness points to tenant(s), their responsibilities and Our policy points relating to misuse. This was previously called the Acceptable Usage Policy (AUP).
<b>Professional Wi-Fi Installation:</b>	the professional fitting of Wi-Fi Equipment within a Property unit.
<b>Wi-Fi No Dead Zone Guarantee:</b>	Our written performance guarantee for signal coverage and speed if your property has a professional Wi-Fi installation.
<b>Free Assessment:</b>	Our free desktop assessment time per property capped at 30 minutes per property unit.

**Wi-Fi Friendly Accommodation:** properties that we accredit following a professional Wi-Fi installation.

**Care Level** the level of support We provide based on your installation type.

**Variation:** A change to the installation scope or additional costs for labour, equipment, meetings and materials required to deliver the existing scope.

**Leased Line:** A bespoke dedicated fibre optic broadband line to a building. This is typically a block of accommodation units.

**Access Network Provider:** The external network infrastructure provider.

**One Touch Switch (OTS):** Ofcom's automated gaining provider led switching process.

1.2 **Construction.** In these Conditions, the following rules apply:

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to **writing** or **written** includes faxes and e-mails unless We say otherwise.

## 2. OUR CONTRACT WITH YOU

2.1 The Order constitutes an offer to you to purchase Services in accordance with these Conditions. Please ensure that you read these Conditions carefully, and check that the details on the Order and in these Conditions, are complete and accurate, before you sign and submit the Order. If you think that there is a mistake in the Order or Specification or require any changes to be made prior to Us providing the Services to you please contact Us to discuss.

2.2 The receipt of your electronic Direct Debit Mandate form or written acceptance of the Order by way of a reply to the email 'Your Landlord Broadband Order', 'Your Landlord Broadband Wi-Fi Installation Order' or 'Adding More Properties to your Portfolio' will be deemed as an instruction for us to proceed. If you submit a hard copy Direct Debit Form, We will also require a reply to the email 'Your Landlord Broadband Order', 'Your Landlord Broadband Wi-Fi Installation Order' or 'Adding More Properties to your Portfolio' for Our records. If you are representing a client in a 'Care of' 'C/O' capacity we will require authorisation from the landlord (legal owner) of the property that they are happy for you to agree the contract on their behalf and for your address to be used as the service address for correspondence, in this instance Our 'Care of C\_O template' form must be completed and supplied with the contract agreement for the order to be processed. When you sign and submit the Order to Us, this does not mean We have accepted your order for the Services. The Order shall only be deemed to be accepted when We issue written acceptance of the Order at which point, and on which date the Contract shall come into existence (**Contract Commencement Date**). If We are unable to supply you with the Services, We will inform you of this in writing and We will not process your Order.

2.3 The Contract constitutes the entire agreement between the parties, and you acknowledge in agreeing to the Condition to have not relied on any statement, promise, representation, assurance or warranty made or given by Us or on Our behalf which is not set out in the Contract.

- 2.4 Any descriptive matter or advertising issued by Us, and any descriptions contained in Our catalogues or brochures or on Our website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 The Customer Service Plan sets out a full description of the Services and the way in which We will deliver the Services to you. Please refer to it if you have any queries regarding the Service. The Customer Service Plan does not form part of the Contract and does not have contractual effect.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any quotation given by Us shall not constitute an offer and is only valid for a period of twenty (20) Business Days from its date of issue. If we are quoting for a Leased Line Project, the period will be ninety (90 days). Due to the timescales involved this will be reassessed at intervals prior to the final order taking place.

### **3. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

Before We begin to provide the Services, you have the following rights to cancel an Order:

- 3.1 You may cancel any Order at any time before We despatch the Equipment or up to 2 Business Days before the service activates on the network whichever is the later by contacting Us in writing. We will confirm your cancellation in writing to you.
- 3.2 However, if you cancel an Order for Services under Condition 3.1 and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. A guideline on some of the industry costs that relate to cancellation is available in the Variable Charge Tables in the Schedule hereto (Please note that this is just a guideline as it depends how close to the installation date the cancellation occurs). However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

- 3.3 Unfortunately, if you cancel an Order under Condition 3.1 and We have already despatched your Equipment, We will not be able to cancel your Order until it is delivered. In this case, if you return the Equipment to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Equipment back to Us. This will not affect your refund for the Order but any charge for collection will be deducted from the refund that is due to you.

#### **4. CHANGES TO ORDER/SPECIFICATION OR CONDITIONS**

- 4.1 We hereby reserve the right to revise these Conditions from time to time.
- 4.2 If We are required to revise Our Charges, We will give you at least twenty (20) Business Days' notice in writing to the email address provided by you to Us for correspondence should the revision result in an increase to the Charges payable.
- 4.3 All other amendments to these Conditions shall be notified to you on Our website where the latest version of these Conditions will be available for viewing in our Landlord support & Letting Agent Support sections. Unless you write to notify Us to the contrary you shall be deemed to have agreed to said amendments five (5) Business Days from the posting of the amendment on Our website.

#### **5. SUPPLY OF SERVICES AND EQUIPMENT**

- 5.1 We shall supply the Services to you in accordance with the Specification in all material respects.
- 5.2 We shall use Our reasonable endeavours to meet any dates agreed for the installation of Equipment and commencement of the Services, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 5.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.
- 5.4 We hereby warrant to you that the Services will be provided using reasonable care and skill and that the Equipment provided by Us shall be fit for purpose.
- 5.5 Subject to you complying with your obligations under Condition 9, We shall endeavour to provide the Services as soon as possible.
- 5.6 To receive the Services at the Property there needs to be a communication line capable of transmitting broadband services. We shall provide to you a phone line or

fibre optic cable as part of the Specification and shall evaluate whether work is required to set-up the phone line or fibre optic cable to receive broadband services as We process your Order and prepare your Specification prior to Contract.

5.7 We shall endeavour to ensure that the Equipment is as easy to set-up as possible if you have ordered a free installation service.

5.8 If you have a Care Level 1 Installation, the Equipment we provide as part of the Services is paid for over the lifetime of the fixed contract term as part of your monthly subscription. Once the fixed term contract has elapsed and you move to a monthly rolling contract You will own the equipment. For all other packages You will own any additional equipment paid for up front as part of a Care Level 2 Mesh solution or a Care Level 3 Professional Wi-Fi Installation for example.

## **6. IF THERE IS A PROBLEM WITH THE SERVICES AND/OR EQUIPMENT**

6.1 In the unlikely event that there is any defect with the Services and/or Equipment:

6.1.1 please contact Us and tell Us as soon as reasonably possible by email to [customer.services@landlordbroadband.com](mailto:customer.services@landlordbroadband.com) or by telephone on 0333 577 0600.

6.1.2 We will provide technical support directly to the Tenant(s) and Guest(s) through our Tenant Support Desk to resolve an assumed defect or to identify the root cause of an actual defect. The contact details are as above;

6.1.3 please give Us a reasonable opportunity to repair or fix any defect;

6.1.4 We will use every effort to repair or fix the defect as soon as reasonably practicable;

6.1.5 If we attend a property that has previously had a Professional Wi-Fi Installation (Care level 3) but is outside of the fixed term contract period that we guarantee through our No Dead Zone Guarantee certificate then we reserve the right to charge for any labour, Equipment or material costs as the original installation is outside of the warranty period.

6.1.6 in the event that there is a potential defect with the Equipment you are required to return the Equipment to Us for testing and We reserve the right to charge you for all costs incurred by Us including those for testing and postage subject to Condition 6.1.7 and 6.2.

- 6.1.7 (where applicable) as a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the Equipment We use is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Conditions will affect these legal rights.

## 6.2 **Equipment Warranty**

- 6.2.1 We guarantee that on delivery and for a period of two (2) years from delivery, the Wi-Fi Equipment shall be free from material defects for our standard products (non-leased line products). Leased line product routers are owned by Us while the rest of the Wi-Fi infrastructure is owned by You and paid for as part of the Professional Wi-Fi Installation. The warranty for the router will last your fixed contractual term so if it's a 3-year contract the warranty will be for 3 years. However, this guarantee does not apply in the circumstances described in Condition 6.2.2.
- 6.2.2 This guarantee does not apply to any defect in the Equipment arising from:
- 6.2.2.1 fair wear and tear;
  - 6.2.2.2 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
  - 6.2.2.3 if you fail to install, operate or use the Equipment in accordance with the user instructions;
  - 6.2.2.4 any alteration or repair by you or by a third party who is not one of Our authorised engineers; and
  - 6.2.2.5 any specification provided by you.
- 6.2.3 In the event that it is established that there is a material defect in the Equipment We shall send you a replacement as soon as reasonably practicable.
- 6.2.4 This guarantee is in addition to your legal rights in relation to the Equipment that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.



## **7. PROFESSIONAL WI-FI INSTALLATION**

If you request us to quote for and undertake a Professional Wi-Fi Installation (Care level 3) on your Property, this involves one of our team going to site to complete engineering work. On a standard Property this involves the professional fitting of Wi-Fi Equipment and data infrastructure.

Where we receive Professional Wi-Fi Installation requests for large HMOs and blocks of flats, the Equipment, labour and materials required can be more extensive to achieve a professional Wi-Fi set-up.

If we recommend a Professional Wi-Fi Installation for a Property and the Landlord chooses to go ahead without a Professional Wi-Fi Installation or use his/her own contractors to fit the Equipment we have supplied or some or part of the solution is undertaken by other contractors, we cannot be held responsible for any Wi-Fi dead zones as we have not fitted and tested the Equipment ourselves and as such we will not accredit the property with a Wi-Fi no dead zone guarantee certificate and classify as 'Wi-Fi Friendly Accommodation'.

The Charges for Professional Wi-Fi Installations are based on labour, materials and additional Equipment. This will be quoted separately to our standard products and services. We provide 2 types of quote for these works; 'Fixed' and 'Variable'. We will provide You with a 'Fixed' quote if you have paid for a site survey. If the quote is based on a desktop assessment only and you choose not to pay for a site assessment, then the quote will be classed as 'Variable'. In both scenarios We will bill you the installation fee prior to doing the works but in the case of a 'Variable' quote we will bill you at the lower end of our estimate and if we find that more labour, materials and equipment are required when we do the work to achieve our standards then the balance will be billed after the relevant work has been carried out.

If you are contracting with us as a Letting Agent and you order a Professional Wi-Fi Installation, it's your responsibility to ensure that the Landlord of the property is aware of and happy with the engineering work taking place.

For a summary of our support by care level please see please refer to our Customer Service Plan.

## **8. LEASED LINE PROJECTS**

- 8.1 Larger projects typically involve the installation of a Leased Line connection. All Leased Line Installations work will be quoted on a 'Variable' price basis.

- 8.2 Where we foresee changes in labour, equipment and material costs, we will raise them in advance of carrying out the relevant work as a Variation.
- 8.3 Any additional labour, equipment and material costs required to deliver the scope of work will be raised for your approval. Equally, any changes that you request to the scope of work will also be calculated as a Variation. You will be billed this after the relevant work has been carried out.
- 8.4 The Leased Line installation set-up fee payment terms are as follows:
- 8.4.1 50% required prior to ordering network connectivity (typically takes 8 – 14 weeks). This can be paid by Bank Transfer.
  - 8.4.2 50% one month prior to installation work commencing. This can be paid by Bank Transfer. If the installation work needs to take place prior to the ordering of the network connectivity then 100% of the set-up fee will need to be paid prior to installation work commencing.
- 8.5 The monthly subscription is paid by Direct Debit.
- 8.6 The quote may include a certain number of site meetings with a Landlord Broadband representative. Anything above this will be treated as a Variation.
- 8.7 If the Main Contractor is paying the installation fees, they will receive a separate order summary for their review and acceptance.
- 8.8 We shall supply the Equipment to You in accordance with the Specification in all material respects.
- 8.9 We shall use Our reasonable endeavours to meet any dates agreed for the installation of Equipment, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

## **9. YOUR OBLIGATIONS**

- 9.1 In the event that there is an existing supplier providing broadband services to a Property, you shall contact said supplier to serve notice prior to the commencement of the Services.
- 9.2 It is the responsibility of your Tenant(s) or Guest(s) to have devices that have the minimum specification required to access the Services at a Property. It's your responsibility to ensure that the tenant(s) or guest (s) take responsibility for this by reading and signing the Tenancy Internet Policy that we provide for your tenancy agreement or licence. We will send this to you as we process your Order. For the

avoidance of doubt, computer equipment shall not form part of the Equipment provided.

- 9.3 If the hardware is being delivered directly to the Property you shall ensure that you, your representative or a Tenant or Guest is available to receive the hardware when it is delivered. Your chosen contact for this must be communicated to us when we are processing your order.
- 9.4 It is your responsibility to monitor the condition of the Equipment through your inspections on the property and to identify and raise any issues. You are responsible for ensuring the Equipment is PAT Tested at regular intervals in line with industry requirements. It's acceptable to delegate this responsibility to an agent.
- 9.5 You shall ensure that you, your representative, a tenant or guest is available to enable Our engineer to gain access to a Property at the time agreed for a scheduled visit. Your chosen contact for this must be communicated to us when we are processing your order.
- 9.6 You shall ensure that the terms of the Order and any information provided in the Specification are complete and accurate.
- 9.7 You shall co-operate with Us in all matters relating to the Services.
- 9.8 You shall provide the Access Network Provider, its employees, agents, consultants and subcontractors, with access to the Property.
- 9.9 You shall provide Us with such information and materials as We may reasonably require in order to supply the Services and ensure that such information is accurate in all material respects.
- 9.10 You shall ensure that a Property is prepared for the supply of the Services subject to those obligations identified as being Ours.
- 9.11 You shall obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start.
- 9.12 You shall keep and maintain the Equipment at a Property in safe custody at its own risk, maintain the Equipment in good condition, and not use the Equipment other than in accordance with Our written instructions or authorisation. Where we have completed a Professional Wi-Fi Installation (section 7) we will have taken provision to ensure the equipment is safe and protected. If the tenant(s) or guest(s) damage the Equipment during the tenancy, then we will replace the Equipment but will need to charge you for a replacement. The tenants' responsibilities regarding the

Equipment are clearly stated in the Tenancy Internet Policy but it is your responsibility to recoup the cost of the replacement through the standard industry deposit protection processes or through the courts.

- 9.13 It's the responsibility of the tenant(s) or guest(s) to ensure that they use the Services for their own personal use and enjoyment and that the Services are not being used for any commercial purpose. It's your responsibility to ensure that the tenant(s) take responsibility for this by reading and signing the Tenancy Internet Policy that we provide for your tenancy agreement or licence. We will send this to you as we process your Order.
- 9.14 You shall ensure that all users of the Services are doing so in accordance with Our Acceptable Usage Policy as set in Condition 16.3 by applying it to the tenancy agreement or licence as we instruct.
- 9.15 Should We provide you with a phone number, you shall ensure that:
- 9.15.1 the number is not advertised in or on a BT phone box;
  - 9.15.2 Having acknowledged that ownership of the number does not pass to you, you shall not allow the number to transfer to a third party or endeavour to do so. It is acceptable to make tenants aware of what the phone number is in exceptional instances where they specifically request to be able to receive inbound calls at the Property or it's a method you wish to use to contact them.
  - 9.15.3 should you wish to connect equipment to Our network other than via a BT main phone socket you shall first seek Our written consent to do so; and
  - 9.15.4 in no event will you connect equipment to Our network that:
    - 9.15.4.1 does not bear the European Consumer Equipment Standards 'CE' mark; or
    - 9.15.4.2 may harm the network or other customer's equipment.

## **10. EXTENT OF OUR OBLIGATIONS**

- 10.1 If the performance of any of Our obligations under the Contract is prevented or delayed by any act or omission by you or your failure to perform any relevant obligation (**Customer Default**):
- 10.1.1 We shall without limiting Our other rights or remedies have the right to suspend performance of the Services until you remedy the Customer

Default, and to rely on the Customer Default to relieve Us from the performance of any of Our obligations to the extent the Customer Default prevents or delays the Our performance of any of Our obligations;

10.1.2 We shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from Our failure or delay to perform any of Our obligations as set out in these Conditions; and

10.1.3 you shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from the Customer Default.

10.2 Depending on which company is the existing broadband supplier for a Property, there may be a temporary loss of broadband Services while the transfer takes place such delay being beyond Our control and we shall not be liable in such event.

10.3 We will not be liable for any loss of data stored on yours or a Tenant's computer as a result of the installation process. It is the tenant's responsibility to ensure that all files and data are sufficiently backed-up and your responsibility to ensure that they are aware of this and that they read and sign the Tenancy Internet Policy that we provide for your tenancy agreement or licence.

10.4 You hereby acknowledge that the speed and stability of the Services are determined by the characteristics of the phone line or fibre optic cable at a Property including its physical length, quality, and susceptibility to interference from other communication lines along with the distance from the exchange and number of users. We shall not nor can we except any liability for any problems with the Services caused as a result of any of these factors.

10.5 We will not be liable for slow broadband connectivity speeds where the Landlord or property organisation has not installed the package or purchased the additional Wi-Fi Equipment we have recommend for the size/structure of the Property and number of users. Where the connection is out of contract it's possible that technology and demands have 'moved on' and a connection that was suitable at the time of purchase and during the contract is no longer the right solution. In this case we will not be liable for any slow broadband connectivity speeds or wi-fi issues, but we will support you in looking at a new solution that fits in with current digital demands.

10.6 Please be aware that broadband speed will take ten (10) days from the point of activation to stabilise – this is standard industry process.

## **11. CHARGES AND PAYMENT**

- 11.1 The Charges for the Services shall be as detailed and charged in accordance with your order for Standard charges and those set out in the Schedule hereto for Variable Charges. The Variable Charges relate to scenarios where work from an Access Network Provider or Landlord Broadband Engineer is required and there is an issue with the visit (as specified in the Variable Charge Tables) or instances where you have specifically requested work that requires an Access Network Provider e.g. a BT Group Engineer. As per section 7, certain Variable Charges will be exempt if we are commissioned to undertake a Professional Wi-Fi Installation on the Property and its within its fixed contract term.
- 11.2 We reserve the right to increase the Charges subject to the notification requirements set out in Condition 4.2.
- 11.3 All set-up fees must be paid up-front before We will process the Order. In certain cases, a security deposit will be required subject to our internal assessments, the amount of which shall be determined by Us solely at Our discretion. We shall invoice you monthly in advance for all subscription Charges including any pro-rata costs where the Services for a Property went active in the previous month (unless we specifically agree to a quarterly or annual payment structure). All variable Charges shall be invoiced in arrears, and We shall endeavour to invoice these in the month proceeding when the Charge was incurred where practicable. Leased Line set-up fees may be paid in 2 stages (see section 8) dependent on our internal assessments.
- 11.4 You shall pay each invoice submitted by Us:
- 11.4.1 within five (5) Business Days of the date of the invoice or on the date agreed for payment in accordance with the Specification; and
  - 11.4.2 by direct debit (unless otherwise agreed) to a bank account nominated in writing by Us, and
- time for payment shall be of the essence of the Contract.
- 11.5 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Us to you, you shall, on receipt of a valid VAT invoice from Us, pay to Us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

11.6 If you fail to make any payment due to Us under the Contract by the due date for payment, We reserve the right to:

11.6.1 add a late payment charge of eight pounds (£8.00) or charge interest on the overdue amount at the rate of one (1) per cent per annum above the Bank of England's base rate from time to time (whichever is the greater) and such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. You shall pay the interest together with the overdue amount; and

11.6.2 charge you ten pounds (£10.00) as compensation to Us for any direct debit or cheque payments that are returned to Us as a result of insufficient funds in your account.

11.7 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting Our other rights or remedies, set off any amount owing to Us by you against any amount payable by Us to you.

## **12. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

12.1 Nothing in these Conditions shall limit or exclude Our liability for:

12.1.1 death or personal injury caused by Our negligence, or the negligence of its employees, agents or subcontractors;

12.1.2 fraud or fraudulent misrepresentation; or

12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2 Subject to Condition 12.1:

12.2.1 We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

12.2.2 Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no

circumstances exceed all Charges paid by you to Us in the three (3) months prior to Our breach.

12.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This Condition 12 shall survive termination of the Contract.

### **13. TERMINATION**

13.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party one (1) calendar month's written notice. If we receive a One Touch Switch (OTS) migration request this will also be considered a Contract termination.

13.2 Without limiting Our other rights or remedies, We may terminate the Contract with immediate effect by giving written notice to you if:

13.2.1 you commit a material breach of the Contract, or the tenant(s) breach the Tenancy Internet Policy and (if such a breach is remediable) fails to remedy that breach within five (5) Business Days of you being notified in writing to do so;

13.2.2 you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

13.2.3 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts that, or makes a proposal for or enter into any compromise or arrangement with your creditors. We would not need to be made aware of the standard re-mortgaging of finance against the Property unless there is a risk to your ability to pay for the Service.

13.2.4 a petition is filed, a notice is given, a resolution is passed, or an Order is made, for or in connection with your winding up of (being a company);

13.2.5 you (being an individual) are the subject of a bankruptcy petition or Order;



- 13.2.6 a creditor or encumbrancer of yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within fourteen (14) days;
  - 13.2.7 an application is made to court, or an Order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you (being a company);
  - 13.2.8 the holder of a qualifying floating charge over your assets (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 13.2.9 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;
  - 13.2.10 any event occurs or proceeding is taken with regard to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in Condition 13.2.2 to Condition 13.2.9 (inclusive);
  - 13.2.11 you suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of your business;
  - 13.2.12 your financial position deteriorates to such an extent that in Our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy; or
  - 13.2.13 you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.
  - 13.2.14 You have another account that has a Contract with Us either in your name or you are listed as the sole trader, partner or a director of the business where we have had to invoke our debt recovery processes and/or there has been a material breach of the Contract. We may inform you in writing that you have been blacklisted as a customer and the reasons why.
- 13.3 Without limiting Our other rights or remedies, We may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under this Contract on the due date for payment and fail to pay all outstanding amounts within five (5) days after being notified in writing to do so.

- 13.4 Without limiting Our other rights or remedies, We may suspend provision of the Services under the Contract or any other contract between us if you become subject to any of the events listed in Condition 13.3.2 to Condition 13.3.14, or We reasonably believes that you are about to become subject to any of them, or if you fail to pay any amount due under this Contract on the due date for payment.

## **14. CONSEQUENCES OF TERMINATION**

- 14.1 On termination of the Contract for any reason:

- 14.1.1 in respect of all of our broadband packages, you shall immediately pay to Us all of Our outstanding unpaid invoices, interest and compensation (including any applicable cessation fee or activation fee) and, in respect of Services supplied but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by you immediately on receipt;
- 14.1.2 if you end a fixed term Contract before expiry of the term, all charges payable for the remainder of the term post termination shall immediately become due on termination of the Contract plus any cessation fees. If your fixed term contract period has elapsed, then your contract will automatically become monthly rolling. If you terminate the Contract after the fixed term has expired then you will need to pay for the Services up to and including the end of the one (1) calendar month's written notice which starts from the point you submitted the termination notice to Us in writing plus any cessation fees.
- 14.1.3 you shall return the equipment we provide with the Services (this does not include additional equipment purchased as part of a Professional Wi-Fi Installation) if you are still within your fixed term contract period. If you fail to do so, then We may enter your Property and take possession of them. Where we cannot lawfully get access to the equipment or it's impractical, we will charge you for the equivalent cost of the equipment minus depreciation. You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 14.1.4 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

14.1.5 Conditions which expressly or by implication survive termination shall continue in full force and effect.

## **15. FORCE MAJEURE**

- 15.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond Our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving Our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 15.2 We shall not be liable to you as a result of any delay or failure to perform Our obligations under this Contract as a result of a Force Majeure Event.
- 15.3 If the Force Majeure Event prevents Us from providing any of the Services for more than four (4) weeks, We shall, without limiting Our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

## **16. GENERAL**

### **16.1 Data Protection**

- 16.1.1 We reserve the right to use your information for the purposes of running credit checks as part of our acceptance process however please note that no footprint will be left by such checks.
- 16.1.2 We reserve the right to use your information for the purposes of running credit checks as part of our acceptance process however please note that no footprint will be left by such checks.
- 16.1.3 For more details on our Data Protection Procedures please refer to <https://www.landlordbroadband.com/privacy-policy/> on our website.

### **16.2 Use of the Services**

- 15.2.1 For the purposes of protecting your financial exposure, the phone line is not designed for outbound call use and as such is restricted to Freephone and emergency numbers only (if used). It is your responsibility to make the Tenant(s) aware of this and as such we include this in the Tenancy Internet Policy document that we provide to you that needs to be signed by the tenant(s).

15.2.2 If your Services include the provision of internet access, then the Tenant(s) use the internet at their own risk. You are responsible for making the Tenant(s) aware of the need to protect all equipment by ensuring they read and sign the Tenancy Internet Policy we provide for tenancy agreements and licences.

### 16.3 **Acceptable Usage Policy**

The use of the Services is subject to Our Acceptable Usage Policy (AUP). The AUP is designed to protect you from illegal or any other activities that may compromise the Services. We will also provide you with a copy of the Tenancy Internet Policy for the tenancy agreement or licence; this can be used for the Landlord Broadband Services Only without exception. The liability to Landlord Broadband in respect of misuse of the internet shall be borne by the tenant provided the Landlord ensures the tenant reads and signs the Tenancy Internet Policy.

- 16.3.1 You may not disrupt the Service(s). The Service(s) may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device.
- 16.3.2 Using the Services, particularly "Always On" products, to run open servers, such as SMTP relay, web proxy and NNTP, is prohibited. We define an open server as being one which can be connected to over the internet by hosts not in a trusted list.
- 16.3.3 There may be content on the internet or otherwise available through the Service(s) which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly to children. We can assume no responsibility for the content contained on the internet or otherwise available through the Service(s). You must assume the risk of accessing content through the Services, and neither We nor any of our employees, shall have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Parents may want to use a program capable of restricting access to sexually explicit material on the internet. Content questions or complaints should be addressed to the content provider, and not Us.

16.3.4 Your Tenants are responsible any information that they publish on the internet or other internet service(s) provided that that they have read and signed the Tenancy Internet Policy. You are responsible for making sure that they do this. We and our employees reserve the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

**16.4 Assignment and other dealings.**

16.4.1 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of Our rights under the Contract and may subcontract or delegate in any manner any or all of Our obligations under the Contract to any third party or agent.

16.4.2 You shall not, without Our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without written permission from Us.

**16.5 Notices.**

16.5.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and sent by email to the address notified by each respective party.

16.5.2 A notice or other communication shall be deemed to have been received by e-mail, one (1) Business Day after transmission.

16.5.3 The provisions of this clause shall not apply to the Services of any proceedings or other documents in any legal action.

**16.6 Severance.**

16.6.1 If any provision or part-provision of the 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 or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 16.6.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.7 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.8 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.9 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 16.10 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and confirmed as such by Us.
- 16.11 **Entire Agreement.**
- 16.11.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.11.2 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 16.11.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

- 16.12 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 16.13 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

## Variable Charge Tables

<b>Miscellaneous charges</b>		
<u>Charge</u>	<u>Cost*</u>	<u>Description</u>
Cessation charge	£36.00	The charge we incur to cease the circuit on the network if a site leaves us
Engineer missed appointment	up to £96.00	On site representative not present or refuses access. Full charge applied
Speed regrade circuit type A - FTTP	£12.50	The charge we incur for regrading an FTTP circuit with a max of 115 Mbps upload. The following circuits apply (Mbps) (download/upload): 40/10, 80/20, 160/30, 330/50, 550/75 & 1000/115 - regrading between these circuits incurs this charge
Speed regrade circuit type B - FTTP	£505.00	The charge we incur for regrading an FTTP circuit with a max of 220 Mbps upload. The following circuits apply (Mbps) (download/upload): 500/165, 1000/220 - regrading between these circuits incurs this charge
Speed regrade SOGEA	£12.50	The charge we incur for regrading speeds on a SOGEA circuit
Speed regrade SOGFast	£12.50	The charge we incur for regrading speeds on a SOGFast circuit
<b>Broadband Faults</b>		
Special Faults Investigation Engineer	up to £190	If the fault is found to be with the customers own equipment or internal wiring

<b>Site survey</b>		
Openreach Survey Engineer	£300.00	The cost of a full site visit and report

<b>Leased Lines</b>		
Excess Construction Charges (ECCs)	Bespoke	Quoted on a case-by-case basis subject to the additional work required to install the leased line infrastructure
Cancellation of order	Bespoke	Charged on a case-by-case basis subject to the amount of work carried out up to the date of cancellation
Speed Regrade	Variable	The cost we incur for regrading the speed of a leased line. Typically the price is £250, however, it is assessed on a case-by-case basis

**Please note:** \*Prices exclude VAT and are a guide as to the estimated value of the charge likely to be passed on

Please note that these variable charges are just a guide, and the actual cost could be higher.



Excess Construction Charges (ECC): upon ordering a leased line, a site survey will be carried out by the network carrier. A survey can indicate Excess Construction Charges (ECC) beyond what has been quoted to date. If such charges arise you can review your order with your account manager and if the ECC is not accepted, the order can be cancelled at this stage. Acceptance of ECC will require the amount to be paid in advance of work commencing. If the site survey concludes there are no ECC you will be contractually tied to the order.

Call charges: these will be billed at Our relevant unit rates for the network, device and area being called. These will be clearly identified on your invoice from Us and if you would like a detailed breakdown please contact us.

For the avoidance of doubt, where We arrange for an engineer to visit a Property for activation of the Service, to complete a Professional Wi-Fi Installation or for resolution of a fault, you will be responsible for any aborted visit charges or any one-off costs from an Access Network Provider e.g. Openreach or BT Wholesale. Some of these charges are in the above table. Examples of the types of charges are below:

- a) An engineer attends an incorrect address as provided by you;
- b) The site for installation does not meet the minimum requirements as agreed during the product registration or is not ready for the specified work to take place;
- c) An engineer arrives to carry out the installation at the address provided by you, but you no longer want the installation completed;
- d) Entry is refused to the Property, or access cannot be gained, at the appointed time, as agreed between you and Us
- e) Full access has not been made available to all areas of the building e.g. communal areas, basements, security gates, alleyways, yards where external network e.g. BT equipment such as Distribution Points may be positioned;
- f) If the building has been renovated or it's a new construction, you are responsible for ensuring that the Distribution point and external network e.g. BT Equipment are intact ready for a new phone line installation.
- g) You report a fault, an engineer attends a Property, and discovers the fault is not the result of the Services;
- h) Your reported problem, following your request for an engineering visit, cannot be confirmed; and

- i) When you cancel a request for an engineering visit later than 48 hours before the scheduled visit.

If the charges are passed through by an Access Network Provider e.g. BT Wholesale or BT Openreach and We believe that they are unreasonable, we may dispute them on your behalf before passing on the charge. We may ask for evidence or a statement to support with this. If we believe that there aren't sufficient grounds to dispute the charge or the charge is upheld, we will pass on the charge but will continue to pursue the dispute if we feel that the customer has grounds and involve industry bodies where we feel that it will help. If the charge is subsequently removed, then we will refund you in full. Please note that Access Network Providers can raise charges up to 12 months after the chargeable activity has taken place.

## **If something goes wrong**

It's extremely rare for us to have any problems but these are the steps to follow if you would like to raise something with us:

Step 1: Formally raise your complaint with our support team

Raise your issue to our support team in writing specifying that it's a formal complaint via [complaints@landlordbroadband.com](mailto:complaints@landlordbroadband.com). Please provide us with details covering:

- The specific part of our service the complaint refers to
- Your reasoning for the complaint (please be as precise and detailed as possible)
- Supporting evidence

Our team will look into it and provide you with a response. You must complain to us within 12 months of the issue in question.

Step 2: Escalate to a Team Leader

If you are not satisfied with our response you can ask for your complaint to be escalated to a Team Leader for a further review of the complaint.

Step 3: Escalate to our CEO

If you are not satisfied with our response you can ask for it to be escalated to our Managing Director. Please specify the reasons why the response from step 1 is not acceptable to you.

Please write to:

The CEO  
Landlord Broadband  
The Catalyst  
York Science Park  
Baird Lane  
York  
YO10 5GA

Step 4: After our CEO

In the unlikely event that the matter can't be resolved at steps 1, 2 & 3 and you haven't received a satisfactory resolution within 8 weeks or if we issue you with a deadlock letter telling you our final position and that we will no longer be handling your complaint, you may contact our Alternative Dispute Resolution Scheme which is called the Communications Ombudsman.

The contact details for the Communications Ombudsman are as follows:

- Website - <https://www.commsombudsman.org/>
- Phone number - 0330 440 1614
- Email - [enquiry@commsombudsman.org](mailto:enquiry@commsombudsman.org)