

Broadband (ADSL2+) with Telephone Line Rental – Consumer Specific Terms and Conditions

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These Specific Terms and Conditions relate to the following products: -

- **Unlimited Home Broadband**

About Us and our Associated Partner

Zone Broadband is a trading style of Zone Telecommunications Ltd (the “Company”) a company registered in England and Wales under number 10621892 whose registered address is at Edenthorpe, Grove Road, Rotherham, South Yorkshire, S60 2ER and having VAT number: GB263047516.

Acasa is a trading style of Locatable Limited, a company registered in England and Wales under number 08616210 whose registered address is at Stapleton House, Black A, 2nd Floor, 110 Clifton Street, London, EC2A 4HT.

Our main switchboard telephone number is 0330 135 9663. Office hours are 8.30am to 5.30pm Monday to Friday excluding bank holidays. Outside these hours, you can leave a voicemail message for our Team and an on-call engineer will call you back as soon as possible. Alternatively, you can email our Support Department at support@zonebroadband.co.uk. Please visit <http://www.zonebroadband.co.uk/contact> for a full list of contact email addresses and opening times.

Our right to vary these specific terms and conditions

Zone Broadband may revise these Specific Terms and Conditions from time to time. An up to date copy of these Specific Terms and Conditions can be found on our website <http://zonebroadband.co.uk>.

Whenever Zone Broadband revise these Specific Terms and Conditions, we will keep you informed and give you notice on your monthly Invoice/Bill in the section labelled, “Important Information”.

Definitions

Zone, Zone Broadband, We, Us –

means Zone Telecommunications Ltd.

Broadband (ADSL2+) service –

means the Broadband (ADSL2+) service, also known as asymmetric digital subscriber line service, provides broadband via the local telephone exchange to your Premises. Broadband (ADSL2+) service is provided in accordance with these Specific Terms and Conditions. For the avoidance of doubt, in respect to broadband services, we supply our Broadband (ADSL2+) service to/on the telephone number provided at sign up.

Telephone Line/Service –

means the Telephone Line into your premises, also known as public switched telephone network (PSTN) line. For the avoidance of doubt, in respect to telephone service, we supply our telephone service/s on the telephone number provided at sign up or you will be allocated a new Telephone Number if you are having a new line installed or re-activated.



Minimum Cancellation Notice Period –	is 1 (one) calendar month to expire anytime on or after the Minimum Contract Period.
Minimum Contract Period –	is 12 (twelve) calendar months from the day of activation after which your service will be moved onto a 1 (one) calendar month rolling contract unless renewed. We also offer 9 (nine) month contracts for an additional £5.00 (five pounds sterling) per calendar month.
Openreach –	Openreach maintain and operate the UK’s Public Switched Telephone Network. Most communication providers are reliant on Openreach to provide their service to their end users.
You, Your and Yourself –	refers to a customer of Zone Broadband and end user of Zone Broadband products and services.
Agreement –	means these Specific Terms and Conditions. By placing an order for and/or using these service you agree, to and accept these Specific Terms and Conditions in their entirety. This Agreement forms the basis of a Contract between Zone Broadband and you, the Consumer.
Acasa –	means Locatable Limited t/a Acasa, who are a bill management company.

The service we provide

We will provide a Broadband (ADSL2+) and Telephone service/s to your premises as specified by yourself at the time of registration/ordering subject to availability and local factors such as capacity and exchange availability.

Accepting your order

Before Zone Broadband can accept your order for our Broadband (ADSL2+) and Telephone service, we need to check the service is available at your premises. To do this we carry out extensive checks on the national Openreach database. We call this a Service Availability Check.

Additional checks we also carry out before we accept your order are:

- availability of chosen broadband service in your area;
- your telephone line is in a broadband enabled area;
- line qualification indicates that a Broadband (ADSL2+) service is available on your specific telephone line; and
- there is spare capacity to your premises for a new/additional telephone line to be installed.

Rejecting your order

Your order with Zone Broadband may be rejected for one or more of the following:

- you do not have a current live Openreach telephone line;
- the telephone number provided is either invalid, stopped or is scheduled for cancellation;
- your telephone line is not compatible with our Broadband (ADSL2+) service;
- your local telephone exchange currently exceeds available capacity;
- you have failed our address verification check and/or credit checking criteria;
- we have been unable to contact you to confirm your order to carry out further identity and security checks;
or
- other reasons associated with providing our service.

Broadband (ADSL2+) Installation, Activation & Migration

Before Zone Broadband accepts your order and provides you with an installation or activation date we may give you some advice and information. This may include informing you of any necessary remedial work that will need completing prior to the activation or installation of your new service. This may include but is not limited to:

- where to locate your equipment and any necessary preparation required to receive our Broadband (ADSL2+) service. Normally Broadband (ADSL2+) service routers need to be located close to the Master Telephone Socket and an electrical plug socket. We recommend you DO NOT connect your broadband router into any telephone extension sockets or trailing telephone extension wires as this can cause interference and faults with the Broadband (ADSL2+) service;
- any additional equipment you may need to receive/activate your service with us; and
- any checks you may have to complete before the activation/installation date.

On the day of activation/installation you may be contacted by an Openreach engineer who may need to enter your property to install the requested service. We request that Openreach engineers call 30 minutes before attending your property. If this is required Zone broadband will notify you at least 3 (three) working days in advance of the scheduled engineer visit. Zone Broadband does not accept any liability for loss of business or loss of income incurred as a result of cancelled Openreach appointments or for appointments that an Openreach engineer does not attend.

Once your Broadband (ADSL2+) service is activated there is a chance that you may notice a slight change in the sound quality of connected telephony equipment such as Fax machines, modems and burglar alarm systems. This is normal and is not a fault with your Broadband (ADSL2+) service.

If you have a burglar alarm or care alarm connected to your telephone lines, please contact the supplier or maintenance provider before your Broadband (ADSL2+) service activation/installation to make sure the service is 100% compatible.

We use reasonable efforts to make sure your Broadband (ADSL2+) service is installed/activated on the scheduled date. However problems do occur from time to time and activation/installation dates cannot be guaranteed.

On the day your Broadband (ADSL2+) service is being activated you may lose the dial tone on the telephone line that you are having the service activated on. This is a normal process and does not mean there is a fault with your service.

Zone Broadband cannot accept any liability for any costs, expenses, losses, damage or other liabilities (howsoever arising) which may be incurred as a result of the timing or delay in the activation/installation.

After activation, it can take up to 10 (ten) days for your Broadband (ADSL2+) service to stabilise. Broadband (ADSL2+) service is a rate adaptive service which means the speed of your connection may change over time and when the power to your broadband equipment is restored. It is advised that you do not unnecessarily interrupt the power to your broadband router or turn the power off when the service is not in use. Examples of actions we DO NOT RECOMMEND are turning off the power to your router when not in use such as when you go to bed or are away on holiday and unnecessary cycling the power to 'reboot' your router.

PLEASE NOTE: Supplied routers by Zone Broadband are pre-configured and you should not factory reset the unit, using the reset button on the rear of the router, under any circumstances. If you the customer perform a factory reset, you will be responsible for returning the router to Zone Broadband to have the configuration reapplied. Returns postage WILL NOT be refunded and a £12.00 (twelve pounds sterling) administration fee for re-programming your returned router will be charged to your account. Returned routers will be re-configured and returned to customers within 48 (forty-eight) working hours of receipt, however at busy times this is not always possible and is not guaranteed.

Routers provided as part of the activation or installation charge/fee, the title of ownership of the router is transferred to the customer who will own the router in its entirety. Should you wish to recycle your router upon cancellation of your service, please contact our Customer Service Department for details (see contact information above).

All equipment provided by Zone Broadband comes with a 1 (one) Year Limited Return to Base Warranty.

Zone Broadband actively monitors all Broadband (ADSL2+) service connections for faults and will often contact customers before they know they have a fault. For our systems to trend patterns with your Broadband (ADSL2+) service connection, you must keep your broadband router switched on and connected at all times.

Telephone Line (PSTN) Installation, Activation & Migration

Zone Broadband will supply a Telephone Service to the telephone number supplied at sign up. Should you wish to change your Telephone Number, please notify Zone Broadband during or immediately after the sign-up process. If Zone Broadband is migrating your Telephone Service from another provider, it is sometimes not possible to keep your existing Telephone Number, if this is the case, Zone Broadband will contact you before proceeding with the order. If Zone Broadband is installing or activating a new Telephone Line at your premises, we will notify you of the new Telephone Number once your installation is completed. As standard Zone Broadband block all International and Premium Rate numbers from being dialled from our Telephone Line products. This bar can be lifted, however Zone Broadband reserve the right to ask for a non-interest bearing deposit of £500.00 (five hundred pounds sterling) in cleared funds to be received before this bar is lifted.

Telephone Line - customer responsibilities

As a customer of Zone Broadband, you are contractually liable for the following charges associated with our Telephone Line product/s:

- all Openreach installation and engineer charges relating to the Telephone Line/s Zone Broadband provide you;
- all call charges to and from the Telephone Line/s we provide service on, even if you the contracted party did not make these calls;
- any charges resulting in the use of any Telephone Line Select Services;
- all equipment connected to the PSTN network must be free from any defects which could cause damage or interference with the Telephone Line and associated broadband product;
- to make sure no damage is caused to the Network Termination Equipment (NTE) located within your premises;
- not to use your Telephone Line to make nuisance or malicious calls;
- not to use your Telephone Line to commit fraud or falsely represent yourself as someone else other than your given name on your birth certificate or marriage certificate or other official UK Government issued ID;
- not to damage maliciously any physical Openreach equipment or wiring which will result in a fault being generated on the Telephone Line/s we supply service to; and
- you agree not to use this Broadband (ADSL2+) and Telephone Line for Business purposes.

Broadband Service - customer responsibilities

You must take all reasonable precautions to ensure that no one (including you) uses the service:

- fraudulently or in connection with a criminal offence; to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- to cause annoyance, inconvenience or needless anxiety;
- to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- in any way which in our opinion is, or is likely to be, detrimental to the provision of the service to you or any of our customers;
- in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our and/or Carrier Acceptable Use Policies as may be amended from time to time; and
- in a way that does not comply with any instructions that we have given you.

Home moves

If you move home and no longer own or occupy the property you receive your Zone Broadband (ADSL2+) and Telephone Service, you will need to terminate your contract with Zone Broadband in writing or by calling our Customer Service team. When you terminate your contract with Zone Broadband you may have an Early Termination Charge and/or a Cessation Fee to pay, please see the Duration and Termination section below for further information.

At the sole discretion of Zone Broadband, the Early Termination Charge and/or Cessation Fee may be waived provided that the existing contracted service is available at your new address and you renew your contract for a further Minimum Contract Period at your new address. Please call us on 0330 135 9663 for more information and advice if you are considering moving home or office and to see what products and services are available at your new property.

Using your own router

If you use broadband equipment not supplied by Zone Broadband or any equipment supplied by Zone Broadband at your specific request, you should understand it may not be compatible with our Broadband (ADSL2+) service. It is your responsibility to ensure compatibility with our broadband service and to support and maintain this broadband equipment. Zone Broadband cannot offer any technical assistance with the setup, maintenance and fault diagnostics of equipment not supplied by Zone Broadband or supplied by Zone Broadband at your specific request nor accept any liability for damage or loss caused by the use of this broadband equipment including, but not limited to, damage to the telephone line, the telephone exchange or any other equipment at your address or located remotely owned by Zone Broadband or any other third party.

Technical Support

Equipment provided by Zone Broadband is pre-configured so that you can receive our Broadband (ADSL2+) service. All equipment supplied by Zone Broadband is covered by our Technical Support which includes, but is not limited to, a broadband router.

Due to the nature of WiFi technology, Zone Broadband cannot guarantee a reliable WiFi signal in your home with the Broadband Router we supply. There is a large number of reasons why you may experience a slow WiFi connection or drops in your WiFi connection. These include, but is not limited to, Radio Interference, the construction of your house/walls, and/or a nearby WiFi router causing interference. We always recommend that you hard wire any device you connect to your router for the most reliable Internet experience.

If you suspect a fault with your Broadband (ADSL2+) and/or Telephone service or you are suffering from performance issues you can report the fault by calling Technical Support on 0330 135 9663. Alternatively, if you still have internet access or access by some other means, then you can log a support ticket by email to our Support Department at support@zonebroadband.co.uk

Duration and Termination

All Broadband (ADSL2+) and Telephone services have a Minimum Contract Period as defined above from the day of activation. You may end this agreement at any time before the Minimum Contract Period but you will be required to pay an Early Termination Charge and/or Cessation Charges. Please contact us on 0330 135 9663 to discuss your options.

As a Consumer, you may be able to cancel this agreement in accordance with the Distance Selling Regulations. This gives you the right to cancel this agreement in writing e.g. (a letter send by registered post, fax or e-mail). Requests MUST be received within 14 (fourteen) days of the date of your order being placed. For cancellation requests received outside this time frame the following cancellation charges shall apply:

- If you cancel your order more than 2 (two) days before your order installation/activation date, a charge of £25.00 (twenty five pounds sterling) will be payable.
- If you cancel your order 2 (two) or fewer days before order installation/activation date, a cancellation charge of £85.00 (eighty five pounds sterling) will be payable.

- Subject to the above, once your Fibre Broadband Service have been installed/activated and is available for you to use, the Minimum Contract Period applies.

Should you wish to change the date/time of your activation/installation, Zone Broadband reserve the right to charge a £25.00 (twenty five pounds sterling) administration charge to cover Openreach charges imposed on us as an ISP.

If you instruct Zone Broadband to terminate your agreement and you do not move/migrate your service to another Internet Service Provider (ISP) a Cessation Fee of £40.00 (forty pounds sterling) will be charged. If you terminate your agreement with Zone Broadband during the initial Minimum Contract Period there is an Early Termination Charge. The Early Termination Charge is equal to the sum of the unpaid amounts due during the Minimum Contract Period.

If Zone Broadband or Openreach at any time deem that your Telephone Line is not capable of supporting the Broadband (ADSL2+) and/or Telephone service, we reserve the right to terminate the Broadband (ADSL2+) and/or Telephone service immediately without notice and issue a refund for any Broadband (ADSL2+) and/or Telephone service not provided. This includes but is not limited to:

- the Telephone Line you wish to use or are using for broadband is too far away from the telephone exchange to support the Broadband (ADSL2+) service; and
- the Telephone Line you wish to use or are using for broadband is of poor quality and cannot support the Broadband (ADSL2+) service data service.

Zone Broadband reserves the right to move you onto a different product or wholesale carrier at no additional cost to yourself, if, in our reasonable opinion, it would mean that your service would perform better and be of equivalent price to your existing product. We will contact you by email should this change result in an interruption of service.

Without limiting its other rights or remedies, each party may terminate this agreement in respect of all/any Service/s with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of that party being notified in writing of the breach;
- the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its 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;
- the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- the other party (being an individual) is the subject of a bankruptcy petition or order;
- a creditor or encumbrancer of the other party 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 its assets and such attachment or process is not discharged within 14 (fourteen) days;
- 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 the other party (being a company);
- a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

Consequences of Termination

Should you cancel this agreement with Zone Broadband so that it ends before the Minimum Contract Period has expired, you will be required to return, in good working order and material condition, any equipment we have supplied even if this equipment was supplied to you as part of an activation charge paid at the time you place your order. However, Zone Broadband reserves the right to waive the requirement to return of any equipment at their sole discretion. Should the supplied equipment not be returned in good working order and material condition within 14 (fourteen) days after you cancel your service/s, except where the requirement to return equipment is waived, Zone Broadband reserves the right to impose an Equipment Charge of £55.00 (fifty five pounds sterling).

Any disconnection work of your service/s will take place at the local Telephone Exchange at which your Telephone Line is connected and not at your premises. An engineer will NOT attend your premises to terminate your service except in the case where line plant (the physical copper wire to your premises) needs to be recovered, where an Openreach engineer will need to attend your premises to complete the work. This would normally be standard practice for building site offices which are temporary structures or where a building is due to be demolished.

Pricing and Charges

All prices, except where explicitly stated, are quoted inclusive of VAT at the prevailing rate at the date the charge applies.

You agree that the bill management company Acasa will collect your monthly service charges on behalf of Zone Broadband on an agreed date specified by Acasa. Acasa will then in turn forward to your payment to Zone Broadband on a monthly basis. Any questions relating to the amount or frequency of your payments should be directed directly to Acasa via their normal Customer Service department. Contact details for Acasa can be found in your Acasa welcome email.

Should you fail to pay Acasa the agreed monthly charge for your Broadband and Telephone service/s, your account will be transferred to Zone Broadband where our non-payment procedure will commence and an Administration charge of £50.00 (fifty pounds sterling) will be charged to your account. No further payments for your Zone Broadband service/s will be taken by Acasa and your account will be managed from this point forward by Zone Broadband directly. A Direct Debit will also be required to be setup should your account be transferred to Zone Broadband.

Should you instigate a Direct Debit Indemnity claim via your bank or building society, a £30.00 (thirty pounds sterling) charge per returned Direct Debit will be payable in the event your claim is unjustified. We will contact you by email or Telephone to discuss the Direct Debit Indemnity further with you. If we not be able to make contact with you within 7 (seven) working days we reserve the right suspend your connection/s. Should no contact be made with you within 14 (fourteen) days our standard disconnection procedure will commence and you will be libel for all Early Termination fees/Disconnection Fees and Cessation fees.

Should you fail to make your monthly bill payment on-time, that is on or before the due date, a Late Payment Charge of £12.00 (twelve pounds sterling) will be applied to your next monthly Invoice.

For all customer types, if your service is suspended/disconnected due to non-payment and you wish for your services to be re-connected at the time you make payment, a re-activation/re-connection Charge of £120.00 (one hundred and twenty pounds sterling) will be charged per product which has been suspended/disconnected. Payment MUST be made in advance by Credit/Debit card or by BACS/Faster Payment before the re-activation of your services is processed. Disconnection fees cannot be added to your next monthly bill.

Zone Broadband reserves the right to make an "Aborted Visit Charge" of £144.00 (one hundred and forty four pounds sterling) if an Openreach engineer is:

- refused entry to the premises;
- the premises are not accessible;
- denied entry despite you having agreed with us; or
- denied entry despite third parties have access the premises

Zone Broadband will make a "Special Fault Investigation Charge" of £210.00 (two hundred and ten pounds sterling) in the event an Openreach engineer is called to repair a fault with your Broadband (ADSL2+) or Telephone service if the work to repair the fault:

- includes work not already covered by these terms and conditions;
- includes providing or rearranging services where standard Openreach charges do not apply or are not available;
- includes changes to internal or external cabling or equipment not associated with the fault or service;
- includes damage to external or internal cabling caused by the theft, loss or malicious damage, loss or removal of Openreach or Zone Broadband equipment, or external environmental factors such as a lightning strike, electrical surge, water ingress or physical damage; or
- Where no fault is found with any Openreach service or equipment. This covers situations where no fault is found or the fault is found with non-Openreach or Zone Broadband supplied equipment.

Security

You must not share your username or password or Zone Broadband account details with anyone. Your passwords are your responsibility, and must not be disclosed to any third party. This is also important for your own protection.

You, the customer is responsible for the purchase and installation of any Anti-Virus/Firewall software on any devices you connect to your router. Customers are reminded to adopt standard security products/settings when using the Internet. Zone Broadband are not liable for any loss as a consequence of, and not limited to, Fraud, Hacking or Man in the middle attack. Your WiFi Password should be treated like any other password and should not be shared with any individual which is not a member of your household.

Data Protection

In order to provide you with your Broadband and Telephone Service, we need to share your personal details with our suppliers, including but not limited to, Openreach.

Our suppliers may write to or call you directly about any changes to your order fulfilment, about the repair of your Broadband and/or Telephone Service or to confirm the time of their Engineers' arrival for appointments.

Both we and our suppliers will comply with the Data Protection Act with regards to any data we hold about you.

Bribery Policy

Zone Broadband Directors, Officers, and Employees, directly or indirectly, WILL NOT offer, promise or pay any bribes or other improper payments for the purposes of promoting Zone Broadband products and services to any individual, corporation, government official or agency, or other entity. No gift, benefit or contribution in any way related to Zone Broadband or the sale of Zone Broadband products and services shall be made to political or public officials or candidates for public office or to political organisations, regardless of whether such contributions are permitted by local laws.

Force Majeure

Zone Broadband shall not be liable for any failure to perform due to causes beyond its control, including but not limited to fire, flood, earthquake, explosion, accident, acts of public enemy, terrorism, cable theft, world war, civil war, rebellion, insurrection, sabotage, epidemic, quarantine, labour disputes or shortages, transportation embargoes, carrier or third part supplier failures and delays, inability to secure raw materials or machinery, acts of God or government and any such event of force majeure affecting Zone Broadband third-party suppliers, judicial action, failure in the Public Switched Telephone Network, Distributed Denial of Service (DDOS) attack or catastrophic Core Network Failure.

Severability

If any provision or term of this Agreement shall be declared void, invalid, or illegal, the validity or legality of all other provisions of the Agreement shall not be affected thereby.

