

Mobile Broadband & Rural Mobile Broadband – Consumer Specific Terms and Conditions



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These Specific Terms and Conditions relate to the following products:

- **Mobile Broadband**
- **Rural Mobile Broadband**

About Us

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. Our Postal/Correspondence address is Communications House, Lintonville Terrace, Ashington, Northumberland, NE63 9UN

Contact Information

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 Terms and Conditions can be found on our website <http://zonebroadband.co.uk/legals>

These Mobile Broadband - Specific Terms and Conditions are in addition to our Consumer Terms which can also be found at <http://zonebroadband.co.uk/legals>

Definitions

Zone, Zone Broadband, We, Us, Our –	means Zone Telecommunications Ltd.
Service	Our Mobile Broadband & Rural Mobile Broadband Services using existing UK Cellular Mobile Networks including but not limited to O2 & Vodafone and using technologies including 3G/4G & 5G
Minimum Cancellation Notice Period –	1 (one) calendar month to expire anytime on or after the Minimum Contract Period.
Minimum Contract Period –	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 otherwise renewed.
O2 –	O2 refers to Telefonica UK Ltd.

Vodafone –	Vodafone refers to Vodafone Limited.
You, Your and Yourself –	refers to a customer of Zone Broadband and end user of Zone Broadband products and/or services.
Agreement –	means these Specific Terms and Conditions, which by placing an order for and using our Products and/or services, you agree to accept.

The Service we provide

We will provide the Service to your premises as specified by you at the time of registration/ordering, which shall be subject to availability and other local factors such as capacity and area availability.

Accepting Your Order

Before Zone Broadband can accept your order for our Service, we need to check the Service is available to your premises. To do this we carry out extensive checks on the O2 & Vodafone Coverage database to ascertain which network will give you the best performance and signal.

Rejecting Your Order

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

- The Service is not available in your area or there is insufficient network capacity;
- You have failed our address verification check and/or credit checking criteria;
- We have been unable to contact you to confirm your order;
- We have been unable to carry out further identity and security checks; or
- Any other reasons associated with providing our Service.

Mobile Broadband – Download/Upload Speed & Technology Access

Zone Broadband utilises the O2 & Vodafone Access Carrier Networks through the UK and Northern Ireland. Our routers use 3G, 4G and 5G technology to connect the O2 & Vodafone Carrier Networks. The theoretical Download speeds of our 4G routers is 300Mbps Peak Download Speed and up to 1Gbps for 5G routers. Zone Broadband has conducted tests in Rural & Urban environments and average Download Speed at Peak Time (8PM-11PM) was between 60Mbps and 100Mbps. Download speed is dependent on the capacity available on your local O2 & Vodafone 3G/4G & 5G networks and not the Zone Broadband Core Network. Other factors may also affect the maximum throughput of your Mobile Broadband Service, including but not limited to; local environmental factors such as terrain and weather conditions.

Mobile Broadband Installation & Activation

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 Service;
- any additional equipment you may need to use the Service; and
- any checks you may have to complete before the installation/router delivery date.

If you have opted for a Rural Mobile Broadband Service with Professional Installation, on the day of installation you may be contacted by a Zone Broadband engineer who may need to enter your property to install the requested service. We request all our engineers phone 30 (thirty) minutes before attending your property. We cannot guarantee our engineer will phone before attending your property. Zone Broadband does not accept any liability for loss of business or loss of income incurred as a result of cancelled appointments or for appointments that an engineer does not attend.

Engineer installation times are, between 8AM & 1PM, 1PM to 6PM and an ALL DAY appointment which is between 8AM-6PM. We will notify you by email which time slot has been allocated. Should our engineer not be able to gain entry to your premises to complete the installation work, an Abortive Visit Charge of £144.00 (one hundred and forty four pounds sterling) will be charged to your account. A person over the age of 18 (eighteen) MUST be present throughout the installation process. Should the engineer be asked to leave, is forced to leave, or is unable to re-gain entry, you will be charged an Abortive Visit Charge of £144.00 (one hundred and forty four pounds sterling).

The Service is a Data Only service, no physical telephone/line service is provided as standard. Customers can request, for an additional charge, a VoIP adapter which connects into your Broadband Router. A standard Analogue phone then connects into the VoIP device which then supplies the dial tone to the telephone handset. Emergency Services access is not accessible during a power cut, please make alternative arrangements for this eventuality. Additional charges apply for the VoIP device, please contact us on 0330 135 9663 to discuss your requirements.

Zone Broadband has the ability to export your existing landline telephone number for a one-off charge of £20.00 (twenty pounds sterling). Please call us on 0330 135 9663 to discuss your requirements. Calls to 03 numbers are normally charged at standard geographic rates, refer to your carrier for details.

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.

PLEASE NOTE: Routers supplied 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 are provided as part of the activation or installation, the title of ownership of the router remains with Zone Broadband. Mobile Broadband Routers and any associated equipment must be returned within 14 (fourteen) days of the date of contract termination with Zone Broadband. Returned routers MUST be in a reusable & workable condition. Only minor cosmetic damage will be acceptable. Should the router not be returned, is damaged, has missing parts and/or not in a reusable condition, Zone Broadband reserve the right to charge you a one-off fee of £60.00 (sixty pounds) towards the refurbishment or replacement cost of the Mobile Broadband Router.

Zone Broadband actively monitors all Mobile Broadband & Rural Mobile Broadband service connections for faults and will often contact customers before they know they have a fault. For our systems to maintain the monitoring service, you must keep your broadband router switched on and connected at all times.

VoIP Telephone Service - Customer Responsibilities

If Zone Broadband provide you with a VoIP device to use with the Service, you are contractually liable for all the associated charges:

- all call charges to and from the Telephone number we provide with the Service, even if you as the contracted party did not make the calls;
- not to use your VoIP service to make nuisance or malicious calls;
- not to use your VoIP service 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;

Mobile 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 is reasonably 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 may have given you.

Strict Restriction on the use of SIM Card Provided

Use of the SIM Card which enables you to access the O2 or Vodafone networks MUST NOT be used in any other device other than the router provided for your Service. Should the SIM Card be removed from the Router supplied by Zone Broadband, you, as the customer, unconditionally accepts and acknowledges liability for all charges arising from the unauthorised use of the SIM card.

Using the Service outside the UK

Our Mobile Broadband Service cannot be used outside the United Kingdom. If you attempt or allow non-UK use, you will be liable for all charges and penalties that may apply.

Home Moves

If you move premises and no longer own or occupy the property named on the contract for your Service, you can take your router to your new premises. You will need to contact Zone Broadband so we can check that the Service is still available at your new address and so that we can update your account with your new contact details.

If you no longer wish to receive your Zone Broadband services at your new address, or if the Service is not available at the new address 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 to pay an Early Termination Charge and/or Cessation Fee. For further information, please see the Duration and Termination section below.

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.

Fair Use Policy

The Service is subject to a Fair Use Policy. All our customers expect a certain level of service at all times and as such Zone Broadband do not impose speed caps during busy times. However, if you use your Service inappropriately, and in doing so your actions affect the service of other customers or internet users, Zone Broadband may suspend and/or terminate your Service without notice. This is what we call our Fair Use Policy.

The Zone Broadband Fair Use Policy is defined as, but not limited to, the following list of inappropriate behaviour:

- Not to exceed a total Download & Upload allowance of 650GB per month.
- Customers exceeding a 650GB Download & Upload allowance per month may be disconnected or their speed limited at the discretion of the network operator O2 & Vodafone or Zone Broadband.
- Copyright Infringement – All material published/downloaded must be owned by the publisher or the appropriate releases must have been obtained prior to publishing. Zone Broadband will co-operate with all agencies attempting to assert their rights in these matters.
- Disruptive Activity – Any activities, which adversely affect the ability of other people or systems to use the Zone Broadband network or the Internet, are prohibited. This includes "denial of service" (DoS) attacks against a network host or individual user.
- SPAM – You may not use your Broadband connection to send SPAM.
- Servers – You may not use your Broadband Connection to host servers with this product.

The examples quoted above are not an exhaustive list of breaches to our Fair Usage Policy. Other activities which we reasonably believe to be outside those of a legitimate consumer will also be considered a breach of our Fair Usage Policy.

Static IP Address

As standard, all our Broadband customers are allocated a Dynamic IPv4 and/or IPv6 IP Address. An IP Address is similar to a home address, it identifies you on the Internet. Your IP Address cannot be changed at your request and will only be changed for technical reasons. Static IP Addresses are available upon request. Dynamic & Static IP Addresses are not owned by you and cannot be transferred to another Internet Provider. Due to the limited availability of IPv4 your request for a Static IPv4 address may be declined by Zone Broadband. Should you visit IPv4 sites/services, your session will be routed over a communal block of IPv4 addresses. This is called IPv4/IPv6 Dual Stack or CGNAT.

Service Level Agreement (SLA)

Currently there is no Service Level agreement (SLA) for the Service.

Using your own router

It is not possible to use your own router for our Service.

Technical Support

Zone Broadband provides all the equipment required pre-configured to enable you to receive our Service. All equipment supplied by Zone Broadband is covered by our Technical Support which includes, but is not limited to, a Mobile Broadband Router. For our Rural Mobile Broadband Service, this includes an External Dish and Internal Router.

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

If you suspect there is a fault with your Service, or you are suffering from performance issues, you can report the fault by calling Technical Support (see contact information above). 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 (see contact information above) or on our website by visiting <http://zonebroadband.co.uk/support>

You may be asked to download TeamViewer onto your PC or Laptop. TeamViewer is a secure Remote Screensharing software which allows our Technical Support Department to gain access to your screen to diagnose connection issues. You can uninstall this software after the support call.

Duration and Termination

The Service has 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. These are set out below. Please contact us (see contact information above) 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 sent 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/router delivery date, a charge of £25.00 (twenty five pounds sterling) will be payable.
- If you cancel your order 2 (two) days or less before order installation/router delivery date, a cancellation charge of £85.00 (eighty five pounds sterling) will be payable.

- Subject to the above, once your Mobile Broadband Router has been installed or delivered 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 our administration costs.

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 at any time deem that your property is not capable of supporting the Service, we reserve the right to terminate your Service immediately without notice and issue a refund for any service period not provided. Zone Broadband will also arrange for the equipment to be collected from your premises.

Zone Broadband reserves the right to move you to a different product or wholesale provider 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 Service. We will contact you by email should this change result in an interruption of service. We may ask you to change the SIM Card in the Mobile Broadband Router upon request. Should you refuse, your service may cease or otherwise be affected.

Without limiting any other rights or remedies, either party may terminate the Contract in respect of the Services with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of the Contract 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 your contract 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 at their sole discretion reserves the right to waive the requirement to return of any equipment. Should the supplied equipment not be returned in good working order and material condition within 14 (fourteen)

days after you cancel your Service, except where the requirement to return equipment is waived, Zone Broadband reserves the right to impose an Equipment Charge of £100.00 (one hundred pounds sterling) for Mobile Broadband Service Routers and £400.00 (four hundred pounds sterling) for our Rural Mobile Broadband Service equipment.

Any disconnection work on your service will take place remotely. No engineer will attend your property to remove the equipment. It is the responsibility of the customer to remove any external equipment affixed to their property and for any equipment due to be returned to Zone, to be kept in a secure location until returned to Zone by the Customer or collected by or on behalf of Zone.

Pricing and Charges

All prices, except where explicitly stated, are quoted inclusive of VAT at the rate prevailing on the date the charge applies. Payment for services is by monthly Direct Debit only. Zone Broadband reserve the right to refuse all other payment types.

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 are 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 customers who are not individuals, if your Service is suspended 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 £25.00 (twenty five pounds sterling) will be charged per suspended product or Service. Payment MUST be made in advance by Credit/Debit card or by BACS/Faster Payment before the re-activation of your services is processed as suspension 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 a Zone Broadband engineer, being required to visit your premises:

- is refused entry to the premises;
- the premises are not accessible;
- is denied entry despite you having agreed this with us;
- is denied entry despite third parties having access the premises; or
- the Zone Broadband engineer is asked to leave during the installation and/or is not granted re-entry to your premises

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

- includes work not covered elsewhere in these terms and conditions;
- includes providing or rearranging services where standard Zone Broadband charges do not apply or are not applicable;
- 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 Zone Broadband equipment, or external environmental factors such as a lightning strike, electrical surge, water ingress or physical damage; or
- no fault is found with any Mobile Broadband Service or 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 are 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, but 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 who is not also member of your household.

Data Protection

In order to provide you with a Broadband and Telephone Service, we need to share your personal details with our suppliers, including but not limited to, O2 & Vodafone or a Zone Broadband Engineer or Third Party Engineer working on behalf of Zone Broadband.

Our suppliers may write to or call you directly about any changes to your order fulfilment, about the repair of your 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.