

## Fibre Broadband (FTTC) Specific Terms and Conditions

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### 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 main switchboard telephone number is 0114 299 3212. Office hours are 8.30AM to 5.30PM Monday to Friday. If you have a question or fault outside of these office hours you can issue a Technical Support ticket using our website <http://zonebroadband.co.uk> or by emailing our Support Department at [support@zonebroadband.co.uk](mailto:support@zonebroadband.co.uk).

### Our Right to Vary These Specific Terms and Conditions

Zone Broadband may revise these 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>.

Whenever Zone Broadband revise these terms and conditions, we will keep you informed and give you notice on your monthly Invoice/Bill in the section labelled, "Important Information".

### Definitions

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| <b>Zone, Zone Broadband, We, Us –</b>       | means Zone Telecommunications Ltd.   |
| <b>Fibre Broadband (FTTC) service –</b>     | The Fibre to the Cabinet service, also known as Very High Speed Digital Subscriber service is a service which provides a fibre optic connection to the Internet via the local telephone exchange to your local street cabinet and a copper cable connection from the cabinet to your Premises. Fibre Broadband (FTTC) service is provided in accordance with these Specific Terms and Conditions. For the avoidance of doubt, in respect to broadband services, we supply our Fibre Broadband (FTTC) service to/on the telephone number provided at sign up. |
| <b>Minimum Cancellation Notice Period –</b> | is 1 (one) calendar month to expire anytime on or after the Minimum Contract Period.   |
| <b>Minimum Contract Period –</b>            | 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.  |
| <b>Openreach –</b>                          | 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.  |
| <b>You, Your and Yourself –</b>             | refers to a customer of Zone Broadband and end user of Zone Broadband products and services.   |
| <b>Agreement –</b>                          | means these Specific Terms and Conditions. By placing an order for and using this service you agree, to and accept these Terms and Conditions.   |

## The Service we provide

We will provide a Fibre Broadband (FTTC) service 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 Fibre Broadband (FTTC) 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 an On-Net service search. If your property does not have an On-Net service capability, we may be able to place your order with a partner service provider to service your property, we call this an Off-Net service.

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

1. availability of fibre broadband in your area;
2. your telephone line is in a fibre broadband enabled area; and
3. line qualification indicates that a minimum line rate for the fibre broadband is likely to be achieved on your specific telephone line.

## Rejecting Your Order

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

1. you do not have a current live BT or BTWholesale telephone line;
2. the telephone number provided is either invalid, stopped or is scheduled for cancellation;
3. the Openreach database indicates the line length to your premises is outside transmission limits for our Fibre Broadband (FTTC) service;
4. your telephone line is not within a fibre broadband service area;
5. your local telephone exchange currently exceeds available capacity;
6. your local street cabinet currently exceeds available capacity;
7. you have failed our address verification check and/or credit checking criteria;
8. we have been unable to contact you to confirm your order to carry out further identity and security checks;  
or
9. other reasons associated with providing our service.

## 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:

1. where to locate your equipment and any necessary preparation required to receive our Fibre Broadband (FTTC) service. Normally Fibre Broadband (FTTC) 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 and this can cause interference and faults with the Fibre Broadband (FTTC) service;
2. any additional equipment you may need to receive/activate your service with us; and
3. any checks a 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. 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 does not attend.

Once your Fibre Broadband (FTTC) 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 Fibre Broadband (FTTC) service.

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

We use reasonable efforts to make your Fibre Broadband (FTTC) 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 Fibre Broadband (FTTC) service is being activated you may lose the dial tone on the telephone line you are having the service activated on. This is a normal process and does not mean there is a fault with your service.

If you are upgrading from Broadband (ADSL2+) to our Fibre Broadband (FTTC) service you also may lose internet connection for 24 hours. The existing equipment must be disconnected from your telephone line at the local telephone exchange and new equipment connected before the Fibre Broadband (FTTC) service can be activated. If you do lose your current internet service, please wait 24 hours and recheck the service before reporting a fault with our Fibre Broadband (FTTC) 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 any delay in the activation/installation.

After activation, it can take up to 10 (ten) days for your Fibre Broadband (FTTC) service to stabilise. Fibre Broadband (FTTC) 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. Example of actions we DO NOT RECOMMEND are turning off the power to your router when not in use such as 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 will be charged to your account for re-programming your returned router. Returned routers will be re-configured and returned to customers within 48 (forty eight) 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. Zone Broadband routers unlike other ISP's are not service locked and therefore can be used with any ISP in the UK.

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

## Service Level Agreement (SLA)

Currently there is no Service Level agreement (SLA) for Fibre Broadband (FTTC) services none are offered by Zone Broadband.

## Fibre Broadband (FTTC) /Line Rental Care Packages

Line Rental and Broadband Care Packages are available upon request for an additional monthly charge. These packages enable us to report faults with your service and get faster fault fixing by an Openreach engineer. Please contact us for up to date costs and product availability.

## House/Office Moves

If you move home or office and no longer own or occupy the property you receive your Zone Fibre Broadband (FTTC) service, you will need to terminate your contract with Zone Broadband. When you terminate your contract with Zone Broadband you may have an Early Termination Charge and/or a Cessation Fee to pay (see Charges below).

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 our helpline for more information and advice if you are considering moving home or office.

## Product Changes/Regrades

The speed of the Fibre Broadband (FTTC) service you receive can be changed subject to availability at your premises. You can only regrade to the next available faster or slower Fibre Broadband (FTTC). The price of the new product will apply from the date your service is changed. It is not possible to downgrade from Fibre Broadband (FTTC) service to Broadband (ADSL2+).

We charge a flat fee of £20.00 (twenty pounds sterling) per regrade your product to the next available faster or slower Fibre Broadband (FTTC) service product. Please contact us for more information about current costs.

## Non-Supplied Hardware

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 Fibre Broadband (FTTC) service. It is your responsibility to ensure compatibility with our 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

Zone Broadband provides all the equipment required which is pre-configured so that you can to receive our Fibre Broadband (FTTC) service. All equipment supplied by Zone Broadband is covered by our Technical Support which includes, but is not limited to, a broadband router.

If you detect a fault with your Fibre Broadband (FTTC) service or you are suffering from performance issues you can report the fault by calling Technical Support on 0114 299 3212. Alternatively, if you still have internet access or access by some other means, then you can log a support ticket by email at [support@zonebroadband.co.uk](mailto:support@zonebroadband.co.uk) or on our website by visiting <http://zonebroadband.co.uk/support>

## Duration and Termination

All Fibre Broadband (FTTC) 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 the Early Termination Charge.

You may also end this agreement at any time before your Broadband Fibre (FTTC) service is due to be activated and available to use but the following cancellation charges shall apply for orders which have yet to be activated/installed:

7 (seven) days or more before order activation/cancellation date      FREE OF CHARGE

6 (six) days to 2 (two) days before order activation/installation date      £25.00 + VAT charge

1 (one) day before order activation/installation date or later

Minimum Contract Period Charges Apply

If you terminate your contract with Zone Broadband and do not move your service to another Internet Service Provider (ISP) there is a Cessation Fee of £40.00 + VAT (forty pounds sterling) to pay. If you terminate your contract with Zone Broadband during the initial Minimum Contract Period there is an Early Termination Charge to pay. 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 Fibre Broadband (FTTC) service we reserve the right to terminate the Fibre Broadband (FTTC) service immediately without notice and issue a refund for any Fibre Broadband (FTTC) service not provided. This includes but is not limited to:

1. the Telephone Line you wish to use or are using for fibre broadband is too far away from the telephone exchange to support the Fibre Broadband (FTTC) service;
2. the Telephone Line you wish to use for fibre broadband has a direct connection to the telephone exchange; and
3. the Telephone Line you wish to use or are using for broadband is of poor quality and cannot support the Fibre Broadband (FTTC) service data service.

Zone Broadband reserves the right to move you onto 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 product. We will contact you by email should this change result in an interruption of service.

You may cancel your contract within the first 90 (ninety) days of the Fibre Broadband (FTTC) service activation/installation if your line speed (sync) drops significantly at a rate of more than 25% (twenty five percent) over a 14 (fourteen) day period or your line speed (sync) is below the Downstream Handback Threshold for a consecutive period of more than 14 (fourteen) days. For more information on this and your Downstream Handback Threshold, please contact our Support Department on 0114 299 3212.

Without limiting its other rights or remedies, each 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 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 cancelling your service, except where the requirement to return equipment is waived, Zone Broadband reserves the right to impose an Equipment Charge of £50.00 (fifty pounds sterling) + VAT.

Any disconnection work of your service 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 care 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 when a building is due to be demolished.

## Pricing and Charges

For residential customers, all prices, except where explicitly stated, are quoted inclusive of VAT at the prevailing rate at the date the charge applies. Payment for services is by monthly Direct Debit. If a Direct Debit claim is rejected or is returned unpaid, an Administration Fee of £5.00 (five pounds sterling) including VAT will be charged. If a payment is late then a Late Payment Charge of £12.00 (twelve pounds sterling) inclusive of VAT will be applied to your next monthly Invoice.

For business customers, all prices, except where explicitly stated, are quoted exclusive of VAT at the prevailing rate at the date the charge applies. Payment for services is by monthly Direct Debit except when this monthly amount is greater than £5,000 (five thousand pounds sterling) including VAT in which case payment for services is by BACS or CHAPS on or before your Invoice due date. If a Direct Debit claim is rejected then an administration fee of £5.00 (five pounds sterling) including VAT will be charged. If a payment is late then a Late Payment Charge of £12.00 (twelve pounds sterling) inclusive of VAT will be applied to your next monthly Invoice.

If your service/s is disconnected due to non-payment and you wish for your services to be re-connected at the time you make payment, a Reactivation/Reconnection Charge may apply.

For wholesale customers, all prices, except where explicitly stated, are quoted exclusive of VAT at the prevailing rate at the date the charge applies. Payment of accounts is by monthly Direct Debit except when this monthly amount is greater than £5,000 (five thousand pounds sterling) including VAT in which case payment of accounts is by BACS or CHAPS on or before the invoice due date. If a Direct Debit claim is rejected then an administration fee of £50.00 (five pounds sterling) will be charged. If a payment is late then a Late Payment Charge of £120.00 (twelve pounds sterling) inclusive of VAT will be applied to your next monthly Invoice.

Zone Broadband reserves the right to make an "Aborted Visit Charge" of £120.00 (one hundred and twenty pounds sterling) + VAT if an Openreach engineer is:

1. refused entry to the premises;
2. the premises are not accessible;
3. denied entry despite you having agreed with us; or
4. denied entry despite third parties have access the premises.

Zone Broadband will make a "Fault Repair Charge" of £150.00 (one hundred and fifty pounds sterling) + VAT in the event an Openreach engineer is called to repair a fault with your Fibre Broadband (FTTC) service if the work to repair the fault:

1. includes work not already covered by these terms and conditions;
2. includes providing or rearranging services where standard Openreach charges do not apply or are not available;
3. includes changes to internal or external cabling or equipment not associated with the fault or service;
4. 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
5. is not possible 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 equipment or Zone Broadband supplied equipment.

## **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, war, rebellion, insurrection, sabotage, epidemic, quarantine, labour disputes or shortages, transportation embargoes, failures or delays, inability to secure raw materials or machinery, acts of God or government 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. Similar causes shall excuse the Wholesale Partner for failure to take Zone Broadband products and services ordered by the Wholesale Partner other than those already in transit or in-flight or specially fabricated or not readily saleable to other buyers.

## **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.