



# Broadband Connectivity Services Agreement

Revised 03/06/2021

By using your Computercentric Internet services you are agreeing to the terms and conditions set out below, including any changes to them. These terms set out the agreement between:

You (**the customer** or **you**) and;

Computercentric Limited (Company Registration Number 09183046) of 200 Rookery Lane, Walsall WS9 8NP (**us** or **we**).

Our standard terms and conditions apply to all of our products but some services have their own additional service terms, so please carefully read all the terms that apply to the services you have chosen. If there is any disagreement between these terms and any product terms these terms will apply.

If you have any questions about these terms or the services you can contact us at:

support@computercentric.co.uk.

## 1. Ordering Services

- 1.1 You can order our services either by calling our sales team on the number set out on our web site. Please note that we can only provide services at a permanent location and are not able to provide services on a temporary basis for events such as **pop ups** or festivals for example.
- 1.2 When you place an order we will notify you by email to confirm our acceptance. Our agreement with you starts on the date that we send email acceptance of your order to you.
- 1.3 We are not obliged to accept your order or provide you with services until you receive this email confirmation and we have received any initial payment which may be due for the services. Please note that services are also provided subject to your compliance with these standard terms and subject to clauses 1.4 and 1.5 below.
- 1.4 If our survey shows that additional work is required to carry out your installation, we may need to charge an **Excess Construction Charge** (ECC). If ECCs apply we will tell you how much they are and get your agreement before proceeding with installation of your services.
- 1.5 If a survey shows we cannot provide our services to your property, we may cancel any installation date and terminate our Agreement. We will not have any further liability to you but will refund any payments you have made for the services prior to installation.
- 1.6 We will notify you as soon as possible if we require access to your property or a neighbouring property to activate your service or install any equipment and you agree to give us access and any information we might need from you to provide the services and equipment.

## 2. Minimum Service Period

- 2.1 We may provide you with and charge you for the services and the equipment for a minimum period of time (known as the **minimum service period**). The minimum service period starts from the date your service is activated.

- 2.2 Any terms relating to the minimum service period do not affect your statutory right to cancel under clause 17. You are entitled to cancel your order during any applicable minimum service period provided you are inside the statutory cancellation period set out at clause 17.1.
- 2.3 If a minimum service period applies to your services, this will be either set out in the relevant service terms; or notified to you when you place your order.

### 3. Installation and Engineer Visits

- 3.1 We may ask you to install some equipment yourself but if we do we will give you instructions on how to do this.
- 3.2 During installation you may lose your internet or telephony services for a period of time (particularly if you are transferring from another service provider).
- 3.3 Our engineers may need to visit your property from time to time to install the services or equipment, carry out routine repairs or upgrades; or respond to a call from you regarding a potential fault with the services or equipment; but the engineer won't be responsible for connecting any equipment we haven't provided (for example a games console).
- 3.4 We will agree an appointment date with you but we may have to change the date in which case we will try to give you as much notice as we can.
- 3.5 You must give us two full days' notice if you need to change or cancel an engineer's visit.
- 3.6 We may charge you for an engineer's visit if:
- (a) there is no one over 18 years old present and authorised by you to make decisions in relation to our services and equipment;
  - (b) you fail to give two days' notice to cancel the visit under clause 3.5;
  - (c) you report a fault but the engineer discovers the fault was not due to our services or equipment or the reported fault was not found;
  - (d) you provide an incorrect address;
  - (e) our engineer arrives at your property but you no longer wish the work to be carried out; or
  - (f) our engineer cannot access or is refused access to your property for any reason.

### 4. Supply of Services

We will provide the services to you until our agreement either expires or is terminated by us or by you in accordance with these terms.

### 5. Repairs and Maintenance

To maintain the quality and safety of our services we may from time to time suspend, close down or restrict some or all of the services to carry out repairs, maintenance or improvements. We will try to give you as much notice as we can before we do this. Unless it is an emergency, we will usually carry out repairs, maintenance and improvements outside of peak usage times to minimise the impact on your use of the services.

### 6. Using the Services

- 6.1 You must use the services in good faith and in line with what would generally be considered to be typical usage for the type of service.

- 6.2 You must not resell the services.
- 6.3 You are responsible for the way the services and equipment we provide are used and you must comply with all applicable laws and instructions from us in relation to the services and equipment.
- 6.4 You will keep all passwords and usernames secure and confidential and not make them available to other people or change them without our permission. You will tell us immediately if your username or password becomes known to someone else. If we have reason to be concerned about access to your account we may change or suspend your password and username from time to time and we will let you know if we do so.
- 6.5 You are responsible for:
- (a) obtaining and paying for any third party services, permits or licences needed for connecting to and accessing our services and equipment (e.g. telecommunications services). We may also require you to enter into a separate licence with the owner of any software we provide to you (as part of the services) where the software is not owned by us;
  - (b) any form of automated dialling system which you have set up (including, but not limited to, the reliability of such system and any call costs which may be incurred as a result of its use); and
  - (c) the configuration of your internal network. Any interruption to the services resulting from that configuration shall not be regarded as an interruption or suspension of the services provided by us.
- 6.6 You may use the services to link to other networks world-wide, provided that you comply, at all times, with any policies or terms and conditions imposed by the operators of such other networks.
- 6.7 You must not do any of the following acts or allow anyone else to do the following acts in relation to the services and equipment:
- (a) breach any applicable law, commit fraud or any other criminal offence;
  - (b) 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;
  - (c) cause annoyance, inconvenience or anxiety to anyone else;
  - (d) [spam](#), send or provide unsolicited advertising or promotional material or, knowingly receive responses to any spam, unsolicited advertising or promotional material sent by any third party;
  - (e) use the services or equipment in a way which could harm the services or equipment or which could negatively affect our business or reputation or our other customers;
  - (f) breach any of our Policies or any other third party licences which apply to the services or equipment;
  - (g) copy or modify the software unless you are legally allowed to;
  - (h) copy, redistribute or publish any material or information in breach of any rights of a third party (including intellectual property rights);
  - (i) circumvent any security measures in the services; or

- (j) perform any unauthorised IP or port multicasting, spoofing, broadcasting, vectoring, filtering translation or routing.
- 6.8 You agree that we may:
- (a) modify any digital content we provide;
  - (b) scan any IP addresses allocated to you for anything which may present a potential risk to our network or to other internet users; and
  - (c) refuse or terminate the display of any material or information provided by you which we believe breaches any applicable laws or third party rights (including intellectual property rights).
- 6.9 If, as part of the services, you are provided with web space to enable you to upload your own websites, you are responsible for any material on your websites and will indemnify us against any and all costs, claims, losses, expenses, damages, awards, proceedings, demands and other liabilities we suffer in connection with any material on your website.
- 6.10 If you breach our Agreement in any way we may, at our sole discretion, without notice or refund either:
- (a) suspend or terminate our Agreement;
  - (b) make an additional charge; or
  - (a) block access to or suspend any part of the services or equipment.

## 7. Faults

- 7.2 Whilst we will try to ensure that the services are of a high quality, we do not give any guarantee that the services will be uninterrupted or free from error. Where necessary for commercial, technical or other reasons a third party network or service provider we use may suspend or terminate their connection to the services. You agree that suspension or termination will not constitute a breach by us of the Agreement and that the services are provided on an "as is" basis without guarantee of any kind.
- 7.3 You must report any fault with the services or equipment as soon as possible by contacting us as follows:
- (a) by telephone on 01922 830000;
  - (b) by e-mail sent to us at: [support@computercentric.co.uk](mailto:support@computercentric.co.uk); or
  - (c) online at [support.computercentric.co.uk](http://support.computercentric.co.uk).
- 7.4 You acknowledge that any fault with the services or equipment may take some time to resolve while the cause is identified and a repair carried out. You agree that you will allow us a reasonable period of time to investigate and resolve any fault with the services or equipment.

## 8. Broadband

- 8.1 We will endeavour to activate your broadband service by the date notified to you following your order, however all dates are estimates and we cannot guarantee that they will be met.
- 8.2 When the broadband service is being activated at your premises, you may lose your telephone service for approximately two hours as your existing connection needs to be adjusted to allow you to access the broadband service. We will endeavour to make any loss of telephone service as brief as possible

however where we need to work with a third party to make your connection the timing may be outside of our control.

- 8.3 We cannot accept any liability for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of the timing of the activation or the period of any loss of service referred to in clause 8.2 above.

## 9. Broadband Speed

If your broadband service is performing below the [Guaranteed Minimum Download Speed] we calculate for your connection and we are unable to resolve the issue within 30 days of you reporting this issue to us then you may terminate our agreement without penalty but the charges for your use of the services up to the point of termination will not be refunded.

- 9.1 Broadband speed is measured from our network to your router. To reliably test your speed, you must be using the router provided by us, or an alternative device recommended by us, and directly connected to the router using a CAT5e or CAT6 cable. Speed tests cannot be conducted on a WiFi connection, particularly with high speed (>100Mb/s) services due to limitations of WiFi standards and environmental factors.

- 9.2 Speed tests will be conducted using the Openreach / BT Wholesale speed test site at <https://speedtest.btwholesale.com/>. When running a speed test, we recommend temporarily disabling or turning off all other devices on your network in order to get a true measure of the performance of your line.

## 10. Domain Names

- 10.1 If we provide you with domain name services:

- (a) you confirm that you are the owner of or have full rights to use any name requested by or allocated to you. Where we find this is not the case, we may refuse or withdraw use of the relevant name;
- (b) we cannot guarantee that any name requested by you will be available or approved for use;
- (c) internet domain names are registered and provided to you in accordance with terms and conditions issued by the regulatory body responsible for the maintenance of those domain names (for example: Nominet, Network Solutions, EurID and Melbourne IT) and you agree to comply with such terms and conditions; and
- (d) you agree that all static IP addresses are allocated to you on a rental only basis and will remain our property at all times.

## 11. Using Equipment

- 11.1 We may provide equipment to you for the duration of our Agreement. The equipment is our property or our suppliers' property at all times (unless we have agreed to sell you the equipment and you have paid in full for it).

- 11.2 We may sell or loan a router to you in order to service the connection, this may include a built-in WiFi function. We make no guarantee with respect to the suitability of this WiFi function to the environment in which you may use it, and no guarantee with respect to coverage or stability of the WiFi signal produced by the equipment. Computercentric can offer a range of dedicated WiFi solutions if required.

- 11.3 Any equipment we provide will be tested by us and configured to meet your basic network and internet specifications, but we cannot support any alterations you make to the configuration of that equipment.

- 11.4 If you believe any item of our equipment to be faulty, you must notify us immediately.
- 11.5 You are responsible for making sure that our equipment is used safely and properly including but not limited to:
- (a) keeping the equipment secure on your property and insuring such equipment against loss, theft or damage;
  - (b) following all instructions we give to you and any manufacturer's instructions;
  - (c) maintaining appropriate anti-virus protection;
  - (d) setting and keeping up to date any parental controls or any other controls if available for a service; and
  - (e) not tampering with or damaging any part of our equipment.
- 11.6 You agree to tell us immediately about any loss or damage to our equipment by contacting us at: [support@computercentric.co.uk](mailto:support@computercentric.co.uk). You are responsible for any loss of or damage to our equipment and we may charge you for such loss or damage.
- 11.7 If this Agreement ends or you wish to upgrade the equipment we provide, we may ask you to return the equipment to us or (at our option) allow us to collect it from you, in a reasonable condition. If you fail to do so, we may charge you for the replacement cost and recovery costs of the equipment.
- 11.8 Unless we have agreed to provide you with equipment, you are responsible for providing your own equipment to support the services (including where applicable, a computer, a modem and any necessary telephone lines). Where you are using your own equipment in relation to the services or equipment:
- (a) you will ensure such equipment complies with all applicable laws (including but not limited to ensuring such equipment bears the European Consumer Equipment Standards **CE** mark);
  - (b) you will only connect safe equipment to our network that will not harm our network or our other customers' equipment;
  - (c) you are responsible for ensuring your equipment is technically compatible with the services and we do not guarantee that such equipment will work with our services or our equipment; and
  - (d) we will not provide support for your equipment and will not be responsible for any loss of or damage to your equipment or any other loss or damage caused by your equipment.

## 12. Paying for the Services

- 12.1 You must pay the charges for our services and equipment as agreed when you order your service.
- 12.2 We will bill you on a monthly basis by email or as agreed at the time of ordering.
- 12.3 We would prefer you to make your payments by Direct Debit but we will also accept payments by BACS faster payment, credit or debit card. If you pay by direct debit we request your payment seven calendar days before the due date on your invoice.
- 12.4 You must pay our bills by the due date stated on your bill. If you have any problems paying your bill, please contact us at [accounts@computercentric.co.uk](mailto:accounts@computercentric.co.uk) as soon as possible.
- 12.5 We will usually send reminders to you for late bill payments. If you fail to make payment by the due date we may:

- (a) terminate the Agreement, in whole or in part immediately on giving you written notice;
  - (b) require you to make regular instalment payments in advance on account of any future charges; or
  - (c) suspend your service or take such other measures to restrict the services or recover payment as we may consider appropriate.
- 12.6 You agree that you will notify us as soon as possible of any change in your details including but not limited to your credit/debit card or bank account details. Should you terminate the services, it is your responsibility to terminate any standing order with your bank.
- 12.7 If we are providing you with a business product or service, we may at any time require you to pay a deposit, pay the charges in advance, or carry out a credit vet on you. You agree to provide us with any information we may reasonably need for this.

### 13. Moving Home

If you're moving home you should let us know at least 14 days before, to request the transfer of your service. When we transfer your service due to a home move your existing contract will be terminated. If your move home during the minimum service period you may still be liable to pay the charges due for the services for the whole minimum service period. A new service will be provided at your new address and you will need to enter into a new contract for services with us.

### 14. Changes to your Contract

- 14.1 We will not change the monthly charges we agreed for the contract term unless required to do so by a regulatory body. If you are outside your contract term, we may need to change the charges we make for our services and equipment where the costs of providing the services increases or we reorganise our business. Sometimes we may need to change the charges for services which are outside of the agreed monthly charges such as call charges or any other service which is charged on a pay per use basis.
- 14.2 We may at any time make changes to the terms of our Agreement and/or the services and equipment if:
- (a) we believe changes are necessary to improve the services for the benefit of our customers;
  - (b) there is a technical or operational reason for such changes;
  - (c) there is a change in the law or regulation of the services or equipment;
  - (d) we need to clarify our terms or we wish to have all our customers on the same terms; or
  - (e) there is a change in circumstances which we could not have predicted and which means a change is necessary.
- 14.3 If we make changes we will try to give you at least 30 days' notice unless:
- (a) the change is minor and does not affect you significantly; or
  - (b) the change is for legal or regulatory reasons.
- 14.4 If we make a change that is to your significant disadvantage, you should notify us as soon as possible. If we are unable to undo that change, you may end our Agreement without penalty by giving us at least 30 days' notice. Your notice must be given within 30 days of the changes being notified to you. You will not have to pay any charges for the remainder of any minimum period which may apply to the services.

## 15. Changing your Services (Regrades and Packages)

- 15.1 If you want to make a change to your services contact us at [customerservices@Computercentric.co.uk](mailto:customerservices@Computercentric.co.uk)
- 15.2 If you change your service (upgrade or downgrade) during the minimum service period you may still be liable to pay the charges due for your original service for the remainder of the minimum service period.
- 15.3 If we provide you with two or more services as a "package" and you decide to remove services from that package you may still be liable to pay the charges due for the removed services for the remainder of the minimum service period and the price of your remaining services may increase.

## 16. Our Responsibilities to you

- 16.1 We do not restrict or exclude any liability to you for (i) death or personal injury resulting from our negligence; (ii) fraud; or (iii) any of our liabilities which we cannot legally exclude including liability under Part 1 of the Consumer Protection Act
- 16.2 Apart from as set out in clause 16.5, we will not be liable to you under the Agreement for:
- (a) any fault in any equipment caused by tampering or negligence (unless caused by us) or by your failure to follow our reasonable instructions or comply with any of the terms of our Agreement;
  - (b) any loss or damage caused by viruses or unauthorised use of, or attempts to access the services or equipment;
  - (c) any loss of business, contracts, profits, anticipated savings, reputation, or revenue;
  - (d) any other reason which is not due to our fault or neglect;
  - (e) your use of any modem, WiFi or any other equipment that we have not supplied to you in order to access our services;
  - (f) any loss or corruption of data; or
  - (g) any special, consequential or losses that would not normally result from the thing that went wrong (known as "indirect losses").
- 16.3 You acknowledge that the internet is separate from the services and that use of the internet is at your own risk and subject to applicable laws. We have no responsibility for any goods, services, information, software, or other materials which you may obtain from a third party when using the Internet and we will not be liable for any loss, costs or damages incurred by you in any dealings you may have with other individuals or organisations while using the services.
- 16.4 We may exercise editorial control over the content of our servers and block access to certain third party material. However you acknowledge that we do not have the resources to ensure, nor are we capable of checking, the full content of our servers at all times. We are not able to control the content of the internet. You, therefore, agree that we shall not be held responsible for the publication, transmission or information of any kind, other than information which is inserted by us. You specifically acknowledge that we have given no warranties as to the quality, content or accuracy of information received through, or as a result of the use of, the services or equipment.
- 16.5 Apart from clauses the reasons in clause 16.1, our total liability to you is limited to the lesser of the amount of charges paid by you to us in accordance with the Agreement or £1,000 (one thousand UK Pounds).

## 17. Cancellation Period

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- 17.1 If you have ordered the services by telephone you have a legal right to cancel an order for services within 14 days without giving us any reason (‘cooling-off period’) from the date we make our agreement. For example if your agreement starts on the 1st then you may cancel the agreement no later than the 15th.
- 17.2 To exercise the right to cancel, you must inform us of your decision to cancel your order in writing (by post or email).
- 17.3 If you ask us to commence the services before the 14 day period has ended, your right to cancel ends, even if you have not started using the service provided. If you use the service before the 14 day period has ended then your right to cancel also ends. If you cancel a service before we provide it, you may have to pay for any work that has been done towards providing the service.
- 17.4 If you cancel your order, we will reimburse any payments received from you by the same means of payment. We will make the reimbursement within 14 days of your notice of cancellation unless we have supplied any equipment to you; in which case we will make the reimbursement within 14 days of receipt of the returned equipment.
- 17.5 You must send back the equipment or hand it over to us within 14 days of cancellation. You will have to bear the direct costs of returning the equipment. We may make a deduction from any reimbursement if the equipment is devalued as a result of unnecessary handling by you but you will only be liable for any reduction in value of the equipment which results from your handling other than required to establish the nature, characteristics and functioning of the equipment.

## 18. Suspension and Termination

- 18.1 You can terminate the Agreement or any part of the services at any time by giving us 14 days’ notice in writing but if you chose to do so during the minimum service period you will still be liable to pay the charges due for the services for the whole minimum service period regardless of the reason for termination.
- 18.2 Should you wish to terminate a particular service in accordance with this clause 18, you must do so by emailing us or, where internet access is unobtainable, give written notice to us in accordance with clause 20.
- 18.3 If you have multiple services and terminate one service, this does not mean that all services will be automatically terminated. You must follow the applicable termination process for each Service you receive from us
- 18.4 Without affecting our other rights to terminate the Agreement, we may terminate the Agreement or all or any of the services on 14 days’ written notice to you (the notice must not expire before the end of the minimum service period) without incurring any liability except for payment of a refund under clause 16.5.
- 18.5 If we terminate the Agreement or any services under clause 18.4, we will refund any charges paid for any period of service after the termination date. Any refund due will be made direct to your credit card or bank account (notified to us for this purpose) by BACS transfer. Should you fail to provide suitable bank or credit card details to allow a refund to be made, you will lose the right to such refund.
- 18.6 You agree that we may suspend or terminate the services and/or terminate the Agreement immediately at any time (including during any minimum service period), without prior notice or refund to you, and without affecting any of our accrued rights or claims:
- (a) where we reasonably believe that the services are being used in breach of applicable laws;
  - (b) where we are required to do so by a government or regulatory authority;
  - (c) for late payment of the charges or any other sum due from you under the Agreement;

- (d) if you or anyone else using a service act towards our staff or agents in a way which is unsuitable or serious enough to justify suspending or ending a service.
  - (e) in the event of your bankruptcy or death;
  - (f) for any other material breach of the Agreement by you; or
  - (g) where you have intentionally breached the Agreement in any other way.
- 18.7 You acknowledge and agree that our resources, used in providing the services, are limited and that any reckless or wasteful use of the services by you may affect those resources and the services provided to our other customers. You agree that we may suspend or terminate your access to the services where we decide, acting reasonably, that you are using the services in a reckless or wasteful manner.
- 18.8 Any suspension of the services by us in accordance with this Agreement will not constitute a termination of the Agreement and we may require you to pay a reconnection fee to recommence the services together with any applicable charges.

## 19. Personal Data

- 19.1 You agree that we may hold information provided by you to us in a computerised database. You agree that such data may be processed and may, in certain circumstances, be supplied to and processed by our suppliers, to enable the provision and maintenance of the equipment and/or services. We set out in detail how we hold and process your personal data in our Privacy Notice.
- 19.2 If you request an IP assignment of eight or more real IP addresses we may add your contact details to the Reseaux IP Europeens database.
- 19.3 You acknowledge that we may, from time to time, be required under certain laws and regulations to co-operate with and disclose data to, government or other bodies and/or authorities.

## 20. Notices

- 20.1 You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you in accordance with the Agreement will be validly sent if in writing and sent by either email or first class post to your last known email or postal address.
- 20.2 Other than for termination of a service under clause 18, any notice served by you on us must be in writing and sent by post or email and shall be deemed served either two days after posting or, if sent by email, on production of a read receipt in the case of email.

## 21. Other Matters

- 21.1 Our Agreement is just between you and us and no one else can enforce it. You can only transfer it with our consent. We can transfer our Agreement to another company provided this does not adversely affect your rights under our Agreement.
- 21.2 We will not be liable for failing to perform our obligations under the Agreement if we are prevented from doing so by something outside our reasonable control (including but not limited to war, terrorist activities civil disorder, industrial disputes, damage or vandalism to our systems or equipment, lightning, flood or severe weather conditions, fire or explosion, actions of local or national government or other authorities). If any event continues for more than 90 days, then either you or we may terminate the Agreement immediately.
- 21.3 Each of the clauses and sub-clauses of our Agreement operate separately. If any court or other relevant authority finds any of the terms of our Agreement to be invalid or unenforceable, the other

terms of this Agreement will not be affected.

- 21.4 If we delay in taking any steps under our Agreement against you for breaching our Agreement, that does not prevent us taking steps against you at a later date.
- 21.5 Our Agreement is governed by and interpreted in accordance with the laws of England and Wales (or the laws of Scotland if you live there). Any dispute arising in connection with the Agreement will be subject to the exclusive jurisdiction of the courts of England and Wales (unless you choose the courts of your home in Scotland or Northern Ireland).