

RESIDENTIAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to the provision of Home Telecom services (as specified below) by Global 4 Communications Ltd to the Customer. In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), the former shall prevail unless expressly otherwise agreed by Global 4 in writing.

TERMS SPECIFIED IN THESE TERMS AND CONDITIONS

"Agreement" means the contract for the supply of the Service comprising these terms and the Request for Service included in your Customer Service Agreement (hereafter also referred to as "the Agreement").

"Charges" means the invoice value attributable to the Service provided under the Agreement.

"Customer" means you the Customer who is entering into the Agreement.

"Home Telecom" means Services branded Home Telecom which are provided by Global 4 Communications Limited.

"Global 4" means Global 4 Communications Limited.

"Service Provider" means any third party service provider Global 4 uses, to provide the Services under the Agreement.

"Service(s)" means Global 4's voice and data services, including Telephony, Broadband, and, any other consumer services and any equipment we provide via Global 4's nominated service provider(s).

"Term" means the Agreement duration for the Service as specified in the Agreement.

"Website" means the website www.hometelecom.co.uk

"In Writing" means written communication by post. Where specified in this agreement Customers may communicate in writing to the following:

by post to Home Telecom Customer Services, Global 4 Communications Ltd, Global House, 60b Queen Street, Horsham, West Sussex RH13 5AD.

1. GLOBAL 4 TELECOM SERVICES

1.1 Global 4 agrees:

- 1.1.1 To provide you the Customer with your chosen Services, including Telephony, Broadband, and, any other consumer Services and any equipment we provide.
- 1.1.2 To use reasonable care and skill to perform the Service.
- 1.1.3 To use all reasonable endeavours to complete its obligations under these Terms and Conditions, but time will not be of the essence in the performance of these obligations.
- 1.1.4 To deliver the Service and any equipment to the UK address you give us.
- 1.1.5 To provide the Service in the UK unless the Service terms say otherwise.
- 1.1.6 To provide the service at the agreed installation costs subject to an Openreach survey. Should there be any additional charges you will be asked to accept these charges before we progress the order.
- 1.1.7 To ensure that any equipment used by the Customer in conjunction with the Service conforms to the relevant standards and approvals (e.g. European Consumer Equipment Standards 'CE' mark).

2. THE CUSTOMER'S RESPONSIBILITIES

2.1 The Customer agrees:

- 2.1.1 To ensure the safe use and custody of all equipment provided by Global 4. To ensure that any equipment used by the Customer in conjunction with the Service conforms to the relevant standards and approvals (e.g. European Consumer Equipment Standards 'CE' mark).
- 2.1.2 To ensure that Global 4 has such rights of access, and such facilities as Global 4 reasonably requires, to perform its obligations under this Agreement. You also agree, where relevant, to get permission needed from someone else if we have to cross their land or position our equipment in their premises to deliver your Service.
- 2.1.3 To comply with Global 4's reasonable instructions to modify its equipment in order to receive the Service.
- 2.1.4 To return all equipment owned by Global 4 upon termination of the Agreement at your own expense. The equipment we provide is loaned to you for the length of the agreement and remains property of Global 4. Any equipment not returned within 14 days, a £50 charge will be applicable.
- 2.1.5 Any router supplied with our Service must be connected to the master socket in the premises or Global4 cannot accept any responsibility for associated deterioration in Service which may result (e.g. poor or inferior wiring in the customer's premises).
- 2.1.6 To accept that if we provide you with a telephone number that you do not own that phone number and will not transfer it to anyone else or try to do so.
- 2.1.7 To accept that if you have internet access provided by us that your use of the internet is at your own risk. You are responsible for ensuring that any equipment used to access the service is protected against viruses and agree that Global 4 is not responsible for any equipment you have connected to the service that has not been provided by Global 4 (this includes any device you chose to connected to the service whether that connection is made via Ethernet cable or wirelessly).
- 2.1.8 To accept that it is the responsibility of the Customer for proper use of any user ID's, personal identification numbers (PINs) and passwords needed for the Service. The Customer must take all necessary steps to make sure that these records are kept confidential and secure and not available to unauthorised people.
- 2.1.9 To accept that where the Customer exceeds the Broadband usage limits associated with the Service, as specified on Global 4's website, that Global 4 will charge the Customer for extra usage.
- 2.1.10 To accept that once the initial contract term has been fulfilled, the contract will move onto a monthly rolling contract until the customer gives notice as set out in section 8 of the terms and conditions.

2.2 The Customer agrees not to:

- 2.2.1 Use the Service for any illegal or improper purpose, nor allow another to do so.
- 2.2.2 Assign or transfer the Agreement, or any part of it, without the prior written consent of Global 4.
- 2.2.3 Use the services and equipment provided to you under these terms for business purposes.
- 2.2.4 Advertise the number provided in or on a BT phone box. If this happens, we may suspend or end your agreement for the service. We will write to you before we take this action.

3. LINE RENTAL & OTHER SERVICES

- 3.1 Where the appropriate sections have been satisfactorily completed on the Agreement:
- 3.1.1 Global 4 will, in return for payment of the Charges, let to the Customer the Line and other Services from the Service Commencement Date.
 - 3.1.2 The Customer will pay Global 4 the Charges in accordance with the terms of this Agreement.
 - 3.1.3 Global 4 will be responsible for maintaining the Service.
- 3.2 The Customer must report all faults on the Service to Global 4 within 24 hours of the fault occurring by contacting our Customer Service Help Desk.
- 3.3 The Customer may not use an alternative Carrier or service on the Line without our written permission. Such permission shall be in our absolute discretion and in the event that the Customer makes such use of the Line Global 4 reserve the right to terminate this Agreement at any time without being liable to the Customer for any loss or liability incurred by the Customer as a consequence and you agree to indemnify us against all loss and keep us indemnified.
- 3.4 Global 4 reserves the right to use such Carrier or Carriers as Global 4 consider appropriate to deliver the Service.
- 3.5 Global 4 do not guarantee that the Service will be free of faults but Global 4 will make best endeavours to correct any faults which are reported to us within a reasonable period of time and in line with published service levels. Service levels for the Service provided will be published on Global 4's website (www.hometelecom.co.uk).
- 3.6 Global 4, BT or any Carrier who may be supplying Services on the Line may at any time need to audit the Line to check its operational status and effectiveness and the Customer agree to co-operate with such audit promptly and fully.
- 3.7 In the event that the Line is already rented by the Customer on a contract with another provider, which conflicts with this Agreement (e.g. the contract still has part of a fixed term left to run), Global 4 reserve the right to terminate this Agreement at Global 4's option and the Customer agrees to indemnify Global 4 for any resulting costs.
- 3.8 Global 4 rent the Line from another party and Global 4 cannot guarantee a particular quality of service on the Line.
- 3.9 This part of the Agreement is conditional upon:
- 3.9.1 BT, or such other provider as may be relevant, carrying out a full site survey which it or they consider to be satisfactory.
 - 3.9.2 Any survey or enquiry which Global 4 carries out being in our opinion satisfactory.
 - 3.9.3 Global 4 reserve the right to delay implementation of this Agreement until such satisfactory survey or enquiry is completed and notified to Global 4 without being liable to the Customer for any loss incurred by the Customer.
 - 3.9.4 In the event of any such survey or enquiry not being satisfactory Global 4 reserve the right to terminate this Agreement at any time without being liable to the Customer for any loss incurred by the Customer.
 - 3.9.5 The Customer agrees to indemnify Global 4 for any loss incurred as a result of such survey enquiry or termination.
- 3.10 This Agreement is subject to BT's terms and conditions of business which may vary from time to time and the variation of terms and conditions of any other provider used to deliver the Service.
- 3.11 In the event that BT or such provider terminates the Line Rental, Global 4 reserve the right to terminate this Agreement at any time without being liable to the Customer for any loss incurred by the Customer or any third party.
- 3.12 The Customer may not misuse the Line or exceed its technical parameters or interfere with it. If the Customer does any of these things Global 4 reserves the right to terminate this Agreement at any time without being liable for any loss to the Customer. The Customer agrees to indemnify Global 4 for any loss incurred as a consequence.

- 3.13 Global 4 may terminate this Agreement at any time at its absolute discretion in the event that the Customer is in breach of any other agreement the Customer has with Global 4.
- 3.14 Global 4 will charge a £20 administrative fee for any amended installation date up to two working days prior to the service go live date.
 - 3.14.1 Notwithstanding 3.14 any customers amending their installation date within 2 working days of the service go live date will be subject to a £150 late amendment fee.

4. SUSPENSION OF THE SERVICE

- 4.1 Global 4 may, in its sole discretion and upon giving the Customer reasonable written notice, suspend the Service without compensation if Global 4:
 - 4.1.1 Is entitled to terminate the Agreement.
 - 4.1.2 Is required to do so in order to avoid a breach of its Service.
 - 4.1.3 Believes the Service is being used in connection with any illegal or improper purpose.
 - 4.1.4 Reasonably believes that the Customer will fail to pay any amount due under this Agreement.
- 4.2 The Customer shall reimburse Global 4 for all reasonable costs and expenses incurred as a result of such suspension and any re-commencement of the Service as appropriate where suspension is implemented as a result of any act or omission of the Customer. Global 4 will apply a suspension charge of £25 to recover these costs which will be applied to the customers next invoice.

5. FAULT RESOLUTION & COMPLAINTS

- 5.1 The Customer shall notify Global 4 of any material fault in the Service and Global 4 shall use all reasonable endeavours to remedy the fault as quickly as practicable.
- 5.2 Service levels for the Service provided will be published on Global 4's website (www.hometelecom.co.uk).
- 5.3 The Customer may be charged for any repair work and any reasonable costs incurred by Global 4 if such repair work results from the Customer's own act or omission or is requested by the Customer but is found by Global 4 to be unnecessary.
- 5.4 We make every effort to ensure that our Customers are happy with the level of service, and the products and service they receive from us. However, despite our best efforts, things can go wrong. We take customer complaints very seriously and aim to resolve them quickly and efficiently. If you have a complaint about any part of our service, please contact our Customer Care Team by phone on 01403 216137, by email customer.care@hometelecom.co.uk or by letter to the Address specified on our website.
- 5.5 Global 4 will not be responsible for the performance of any equipment connected to the Service that has not been supplied by Global 4 or for the performance of internal cabling within the customer's premise beyond the master telephone socket. We make every effort to support customer issues through our customer support service and the support material we provide on our website (help and support section). Global 4 also offer a premium support help line which aims to provide support any related client issue that is not covered under the Terms and Conditions of the Service (please see our website for further details).

6. LIABILITY

- 6.1 As Global 4 is not aware how a breakdown or a defect in the service might affect the running of the customer's affairs, Global 4 will not be responsible for any financial loss associated with an interruption to the Service. As you (the Customer) are aware of your own requirements, if you think you require protection against this risk, you should insure against it yourselves and/or make appropriate arrangements for any disruption to your service. The charges for delivery of the Service have been worked out on the basis that Global 4 is not responsible for this risk, even if such loss is the fault of Global 4.

7. CHARGES AND PAYMENT

- 7.1 Charges shall be set out in the Agreement, associated quotations, or on Global 4's website where pricing for products referenced in the Agreement are published on the Global 4 website. Global 4 may vary the charges on 30 days' notice to the Customer. These changes will be notified with 30 days' notice in writing to the customer or on Global 4's website.
- 7.2 Call charges shall accrue from the date on which the Customer commences use of the Service and shall be invoiced monthly in arrears. Any fixed charges shall be invoiced monthly in advance. During the Term the Customer shall pay to Global 4 any Usage Charges and Rental Charges incurred in respect of the Service. Such Usage Charges and Rental Charges shall be invoiced to the Customer each month by the 4th calendar day or, should this day fall on a weekend or bank holiday, the next available working day.
- 7.3 Customers will be invoiced electronically using the email address provided in the Agreement. Paper bills can also be provided to the Customer at a Charge of £10 per bill. Requests for paper billing should be made in writing to Global 4.
- 7.4 Each invoice shall be paid by the Customer by Direct Debit. Direct Debits will be collected at least 3 clear working days after presentation of the Customer invoice. The Collection Day will be always on the 3rd working day after the invoice is generated or, should this day fall on a weekend or bank holiday, the next available working day. The Collection Day will be deemed to be the Due Date for each monthly invoice. Any due amounts from previous months will be displayed on the Customer's monthly invoice and will be collected by Direct Debit in that month.
- 7.5 The Customer shall pay all invoices by Direct Debit unless otherwise permitted by Global 4 in writing. If Global 4 permits the Customer to pay otherwise than by Direct Debit, Global 4 reserves the right to charge the Customer an additional administrative fee of £10 per invoice. In the event the Customer cancels any established Direct Debit payment arrangements, Global 4 reserve the right to charge the Customer an administrative fee of £25 per invoice until the Direct Debit facility has been reinstated.
- 7.6 The customer shall pay all invoices by the agreed collection date unless otherwise permitted by Global 4 in writing. Any overdue payments to Global 4 will incur a £15 late payment fee.
- 7.7 No payment shall be considered made until it is received by Global 4 or its collection agency in cleared funds.
- 7.8 Interest shall accrue on overdue invoices from the Due Date until payment (whether before or after judgment) at the annual rate of 2 percent above the prevailing base lending rate of the Royal Bank of Scotland. Interest shall accrue even if the Agreement is terminated for whatever reason.
- 7.9 All charges which are periodic in nature shall, where relevant, be prorated on the basis of a 30-day month for the first and last calendar month of the supply of the Service.
- 7.10 All sums due to Global 4 are inclusive of Value Added Tax and any other applicable sales tax or duty which shall be invoiced at the prevailing rate. The Customer shall pay Value Added Tax due to Global 4 upon presentation of a valid invoice.
- 7.11 Call charges shall be calculated with reference to data recorded or logged by Global 4 and not by reference to any data recorded or logged by the Customer, nor by reference to any information provided by Global 4 to the Customer for information purposes only.
- 7.12 Fair usage policy. Where Home Telecom offers a "Totally Unlimited" Broadband service a fair usage policy does not apply to customers and Global 4 will not charge for data usage.
- 7.13 From time to time, Home Telecom has and will offer an Unlimited Broadband service which is subject to a fair use policy. Where applicable, the fair use cap is set at 75Gb of download capacity on a monthly basis. In line with our policy we reserve the right to charge clients for usage above our fair usage cap where a user exceeds this cap for 2 consecutive months – any charge (£1.25 per GB per month) will only apply to the second and any subsequent month of over usage and will only apply to usage above the cap. In all instances we will seek to contact a client to warn of any potential over use before levying a charge. For more information on our fair use policy, visit our website where you'll find examples of download usage rates and other useful information.

8. TERM AND TERMINATION OF THE AGREEMENT

- 8.1 You can sign up for the Service online on Global 4's website, over the telephone, or by completing and sending a signed paper version of our Customer Service Agreement. The Agreement shall start when Global 4 have provided you with written acceptance of your order. Written acceptance will be communicated to you to your chosen email account or by post to your current address if you have not supplied an email address. The length of the Agreement shall be in accordance with the Term specified in the Agreement.
- 8.1.1 Notwithstanding clause 8.1, once the services have been installed the contract for the supply of services shall commence. The initial term of the agreement and the charges for that service will then take effect from completion of the installation.
- 8.2 Prior to the installation of your service your cancellation rights and the consequences of cancelling are as follows:
- 8.2.1 You have the right to cancel your agreement with Global 4 within 14 days ("cooling off period") from receiving your application form and terms and conditions by calling our Customer Care Team on 01403 216137.
- 8.2.2 If you cancel your contract within the cooling off period you are entitled to a full refund of any monies paid, including the costs of delivery of any equipment you ordered. The only exception to this clause will be where you have requested to have your services installed, prior to the completion of the 14 day cooling off period. In this instance you must pay us an amount which is proportionate to the service provided up to the point you cancelled the order. You will also need to pay any connection or activation charges associated with that service – including the full cost of charges that were discounted or advertised as free as a condition of taking the service on the terms that you agreed when we accepted your order.
- 8.2.3 The charges for the installation are dependent on the network area and are as followed; Option 1 areas £75, Option 2 areas £119, Fibre packages £150 and Line Rental only £90.
- 8.2.4 If you do not cancel your order before 12pm two working days before your installation is due to take place, you will be responsible to pay a charge of £150 for the engineer appointment because we will incur costs for the wasted engineer visit.
- 8.2.5 If you cancel a contract you are responsible for returning any equipment within 14 days of cancelling the order to avoid a charge of £50. You are responsible for the costs of returning the equipment you have ordered.
- 8.2.6 We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either completed the cancellation request with you or if applicable received the equipment back from you.
- 8.2.7 If you cancel your order outside of your cooling off period, you will not receive a refund for any one-off fees or activation fees. In addition, you may cancel your order up to 2 working days before your services go live subject to an order cancellation fee of £45. After this point until the go live date there is an additional £150 charge for any late cancellation or missed appointment.
- 8.3 Once the Customers Service has been installed the Customer may terminate this Agreement at any time by providing 30 days' notice by calling our Customer Care Team on 01403 216137 however it should be noted that if this termination is served within the period of the agreed contract term early termination charges will apply (see clause 8.4).
- 8.4 Early termination charges will be payable if you cancel your contract within your agreed contract Term. The early termination charge will not be more than the charges you would have paid for the service you have been provided with for the remainder of the Term of your contract.
- 8.4.1 If you have received an upgrade and cancel early within your contract, charges will be payable.
- 8.5 If you have taken advantage of a special offer and cancel early within your contract full package price will be payable.
- 8.6 Global 4 may terminate the Agreement:
- 8.6.1 At any time by providing 30 days' notice given that the initial Term has been fulfilled and

- 8.6.2 Forthwith following any suspension of Service.
- 8.7 Either Party may terminate the Agreement forthwith if:
- 8.7.1 The other Party has committed a material breach which is incapable of remedy.
 - 8.7.2 The other Party has committed a material breach which is capable of remedy but which it fails to remedy within 15 days.
 - 8.7.3 The other Party becomes unable to pay its debts as stated in section 123 of the Insolvency Act 1986 (including any amendments).
 - 8.7.4 A liquidator (or any other professional relevant to bankruptcy) is appointed to manage all or some of the Parts assets (other than for the purpose of solvent amalgamation or reconstruction).
 - 8.7.5 The other Party enters into an arrangement or composition with its creditors.
- 8.8 Either Party may terminate the Agreement if the Service is interrupted for a period exceeding 1 month due to any event occurring outside the reasonable control of the parties.
- 8.9 Termination of the Agreement shall not relieve the Customer of its obligation to pay any charges incurred or affect in any way the continuation in force of paragraphs 5, 6 and 8.
- 8.10 Notwithstanding clause 8.4, if you end your contract for broadband services with us and do not request and use a MAC or where unavailable follow another recognised transfer process, you agree to pay us a disconnection charge of £40. This fee is a charge applied by BT Wholesale to cover the cost of the work required to disconnect the services from the exchange. Further information and details on exceptions can be found at www.hometelecom.co.uk/disconnection-charge.

9. MOVING HOUSE

- 9.1 If you plan to move home, you must tell us immediately by speaking to our Customer Services team. It may take up to 20 working days to move the Services from the Installation Address to your new address and you may experience a loss of service during this time. You will continue to be responsible for the Charges for your Broadband Services at all times during the moving process. Please also note that if you move home, your contract with us for your current Services will continue until it is ended in the way set out in condition 8.3 "Term and Termination".
- 9.2 You must contact the Customer Services team and ask for us to disconnect the services at your current address. This will usually take effect within two to five working days of making contact and please note that you will then not have access to either internet services or inbound/outbound calls, including calls to the emergency services, at the current address.
- 9.3 Moving home costs are set out by reducing your current agreed contract term to match the duration of time you have had the services at the installation address. Installation fees may become payable. We will then arrange a new agreed contract term with you for your new address to which any installation fees may be applied with any agreed discounts.
- 9.3.1 Notwithstanding clause 11.3, if you move home before the minimum contract term then your monthly package will be payable until this date. For telephone line and broadband contracts, the minimum contract term is 6 months and for fibre broadband contracts the minimum contract term is for 12 months.

10. CHANGES TO YOUR CONTRACT AND UPGRADES

- 10.1 If you plan to upgrade or change the services you receive from us then you must speak to our Customer Services team. You may be able to change or upgrade your services, however we may charge you an additional fee for doing this where we incur costs for any reason. We will tell you what the amount of this fee is prior to charging you. It may take up to 20 working days to change or upgrade the services and you may experience a loss of service during this time. You will continue to be responsible for the Charges for your current Services at all times during the upgrade and change process

- 10.2 The costs to change or upgrade your services are set out by reducing your current contract term to match the duration of time you have had the services at your current address. Any difference in installation fees are payable along with any fees to upgrade or change the services.
- 10.2.1 Notwithstanding clause 10.2, if you change or upgrade your services before the minimum contract term then your monthly package will be payable until this date. For telephone line and broadband contracts, the minimum contract term is 6 months and for fibre broadband contracts the minimum contract term is for 12 months.

11. DATA PROTECTION

- 11.1 If the Customer is an individual about whom Global 4 processes personal data (as defined in the Data Protection Act 1998), the following shall apply:
- 11.1.1 Global 4 may process such personal data for the purposes of administering the relationship.
- 11.1.2 Global 4 may also, from time to time, use such personal data to provide the Customer, whether by telephone, facsimile, electronic mail or other means of communication, with details of products and services of Global 4 and/or Global 4 Affiliates which may be of interest to the Customer.
- 11.1.3 Global 4 reserves the right to record all incoming and outgoing calls made with its clients for the purpose of administering the relationship with the client. Calls may also be recorded for training purposes. In the event that a call has been recorded it is our policy to hold recordings for a 30 calendar day period after which time recordings are deleted.
- 11.2 By entering into the Agreement, the Customer expressly agrees to the use of personal data for the purposes described above.

12. GENERAL

- 12.1 Global 4 may use sub-contractors to perform its obligations under the Agreement.
- 12.2 Global 4 may at any time assign, transfer, charge or deal in any other manner with the Agreement or any of its rights under it or sub-contract any or all of its obligations under it
- 12.3 If any provisions of the Agreement terms and conditions are held by a court or any government agency or authority to be invalid or unenforceable, the remainder of the Agreement terms and conditions shall to the extent possible remain valid and enforceable.
- 12.4 In the event that the Service fails and the Customer has to use the services of another organisation Global 4 will not be responsible for any charges that the other organisation should make.
- 12.5 Neither party shall be liable to the other for any loss or damage that is caused by an event beyond its reasonable control. Such events include, but are not limited to, acts of God, lightning damage, fires, deficient power supplies, labour disturbances, loss of service on exchange lines provided by other telecommunications operators and any acts or omissions of Government, highways authorities, other telecommunications operators or third parties generally.
- 12.6 The Agreement shall be modified only by written agreement of both Parties.
- 12.7 Failure by either party to exercise or enforce any right under the Agreement shall not deprive either Party of the right to exercise or enforce any rights under the Agreement on any later occasion.
- 12.8 Except in the case of fraudulent misrepresentation, the Agreement expresses the entire understanding of the Parties in relation to the Service and replaces any and all former agreements, understanding, offers and representations (both written and oral) relating to the Service.
- 12.9 The Agreement shall be governed by English law and the Parties irrevocably agree to the exclusive jurisdiction of the English courts.

13. EXTERNAL SERVICES

- 13.1 Global 4 accept no responsibility for any third party packages you enter into.

- 13.2 Global 4 will only provide the customer with a referral link to any respective TV service. Global 4 will not provide the customer with any TV service directly. All TV services, including but not limited to Sky and NOW TV, are supplied by the respective third party service provider. All prices and terms and conditions are not associated with Global 4.
- 13.3 All prices and products to be supplied by a third party provider, are subject to change at any time without notice.
- 13.4 Any offers reliant on you entering into a third party agreement will remain in place for the duration that the terms of their agreement are met. If the terms are not met, you accept that the offer will be removed and you will revert to standard pricing.
- 13.5 TV promotions are only available to new customers and customers that have not previously chosen a TV service via Global 4.
 - 13.5.1 To be eligible for any offer, the customer must sign up to Global 4 for either the broadband and or phone line using the referral link or URL provided to them by Global 4.
 - 13.5.2 To claim any offer, the customer must send to Global 4 confirmation of their accepted TV package from the respective TV service provider.

14. ROUTER CARE PACKAGES AND WARRANTY

14.1 Any router supplied with our Service comes with warranty to match the initial term of the contract. If a router has been diagnosed as faulty due to non-accidental damage by a member of the Global 4 helpdesk then this will be replaced at no charge, provided the safe return of the faulty router is received within 14 days.

14.2 Global 4 will supply any customer who has enrolled to one of our Silver or Gold care packages and is out of contract a replacement router free of cost provided that the router has been diagnosed as faulty due to non-accidental damage by a member of the Global 4 helpdesk.

14.2.1 Any customers not currently enrolled onto any of our care packages may enrol into our Gold Care package at the time of the claim, however it should be noted that an excess fee will apply and a minimum subscription of 6 months.

14.2.2 For any customers not enrolled to any of our care packages, the router can be replaced for a one off cost of £49.99 plus £6.95 P&P.

14.3 If the router has been diagnosed as faulty due to accidental damage, this will be replaced free of cost to any customer on our Gold Care package.

14.3.1 For any customers on the Silver Care package the router can be replaced for a one of cost of £49.99.

14.3.2 The customer may opt to upgrade to our Gold Care package at the time of the claim, however it should be noted that an excess fee will apply and a minimum subscription of 6 months.

14.3.3 For any customers not enrolled to any of our care packages, the router can be replaced for a one off cost of £49.99 plus £6.95 P&P.

14.4 The customer agrees to return any faulty equipment to Global 4 within 14 days, unless specifically requested by Global 4 in writing.

14.5 The customer accepts that 2 or more claims per year due to accidental damage will result in the monthly care package price increasing by 50%, per replacement.

14.4.1 Notwithstanding clause 14.4, the customer accepts that 4 or more claims per year due to accidental damage will result in the monthly care package price increasing by 100%, per additional replacement.

14.5 Once the care package has commenced, the customer may terminate the care package agreement at any time by providing 30 days' notice by emailing customer.care@hometelecom.co.uk to 'Opt Out' with their account number. Prior to the care package commencing, the customer may at any point by emailing customer.services@hometelecom.co.uk to 'Opt Out' with their account number, however it should be noted that if a replacement router has been provided, the full cost for this will be payable.

14.5.1 Notwithstanding clause 14.5, if the termination is served within the claim period of 6 months, the customer agrees to pay for 6 months of the care package from when the initial claim was made.

14.6 Any customer on our Gold Care package will be covered for all damage that is caused by an event beyond its reasonable control. Such events include, but are not limited to, acts of God, lightning damage, fires, deficient power supplies, labour disturbances, or third parties generally.

If you are looking to cancel your contract before installation, simply call us on 01403 216137 where a member of our Customer Care Team will be more than happy to help. Alternatively, you can alternatively complete the following and send it to us in writing (via post).

Cancellation Request

To: Home Telecom

Global House

60B Queen Street

Horsham

West Sussex

RH13 5AD

I/We* hereby give notice that I/we* cancel my/our* contract for the supply of the following service ordered on ____ / ____ / ____.

* Delete as appropriate

Service Ordered:

Name(s):

Address Line 1:

Address Line 2:

Address Line 3:

County:

Town:

Postcode:

Signature:

(Signature only required if this form is completed on paper)

Date: