

## 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.

**"Fair Use Policy"** means "unlimited" call allowance subject to a fair use policy.

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

**"Global 4"** means Global 4 Communications Limited.

**"Payment Plan"** means monthly instalments to pay outstanding charges.

**"RPI"** means the Retail Price Index (RPI) rate of inflation.

**"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](http://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 the property of Global 4.

Any equipment not returned within 14 days will be chargeable and invoiced to you as follows:

- a) £39 charge for a TG588 model router.
- b) £59 charge for a DWA0120 model router.

Proof of postage will be required for any router returned at the request of Global 4.

- 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 connect 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.
- 2.1.11 Where a tariff/Bundle includes "Unlimited" calls, only calls made to standard UK mobile or landlines numbers from a UK landline are included in the "unlimited allowance". Calls to other destinations such as premium rate or international numbers are excluded from the allowance.  
  
The "Unlimited" call allowance is subject to a fair use policy of 10,000 minutes per monthly bill cycle. Calls exceeding 10,000 minutes will be charged at standard call rates.

### 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 Technical Support 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](http://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 late payment charge of £20 to recover these costs that will be applied to the customers next invoice.
- 4.3 Global 4 reserve the right to recover all outstanding charges by passing on to an external debt collection agency (DCA). The customer will receive notice from Global 4 of our actions in passing on the customer's details to the debt collection agency (DCA). This may incur additional charges to the customer.
- 4.4 The customer must be aware that this may be passed over to the County Court to recover outstanding debt.

#### **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](http://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 216133, Option 1, 2, 2 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).
- 5.6 The Customer may be charged for any engineer visit or call out fee reasonably incurred by Global 4. If an engineer attends your property and finds that they cannot gain access or there is no fault found on the

Openreach network, then the network engineers will charge a call out/missed appointment fee. If the fault is caused by any of your own equipment; internal wiring, extension sockets, fax machine, telephone or any other device on your premises then this would also be chargeable but not fixed by the network engineers. An engineer charge can be up to £250 – please be aware this may show on your next month's bill but can also take up to 6 months to be invoiced.

## **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.
- 6.2 Global 4 will not be liable under the terms of this contract for;
- 6.2.1 Use of your Wireless Router or equipment to access any other internet service.
  - 6.2.2 Your use of any modem, wireless router or any other equipment that we have not supplied to you.
  - 6.2.3 Slow speeds, caused by factors such as, but not limited to the following: the quality of your line, faulty or poor internal wiring, if you're using a wireless connection, faulty equipment, network capacity and the number of customers on the network or any particular website at any one time. If the speeds are continuously or regularly significantly lower than the estimate you should contact us on 01403 216133.
  - 6.2.4 Providing a wireless service as this is affected by numerous factors such as the following: thick walls, radiators, mirrors, home environment, other wireless devices within range of the router. If you are experiencing difficulties connecting over wireless, please contact us on 01403 216133.

## **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 unless agreed otherwise. Direct Debits will be taken on or around your agreed payment date. 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.
- 7.4.1 If the customer pays on the 28<sup>th</sup> of the month, a direct debit instruction must be set up. If this has not been set up, the customer will receive notification via email that the payment date will be moved to the 7<sup>th</sup> of each month going forward. The customer will be charged a non-direct debit admin fee of £10.00.
- 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 by a different option other 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 arrangement, Global 4 reserves the right to suspend all services, as well as charge the Customer an administrative fee of £10 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.
- If the customer continuously fails to pay invoices on the agreed collection date, Global 4 reserves the right to suspend all services and terminate the agreement.
- Any overdue payments to Global 4 will incur a £20 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 **RPI Price Increase:** Each year, your Pay Monthly airtime tariff will be adjusted according to the Retail Price Index (RPI) rate of inflation. Before your bill is adjusted, we will notify you at least 30 days prior to the adjustment.
- 7.12 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.
- 7.13 The Payment Plan option enables you to pay your outstanding debt to Home Telecom in instalments which is down to the agent's discretion. The first instalment being due at the time you agreed in the initial phone discussion. The remainder of your instalments will be due on the payment date set out between yourself and Home Telecom, and payable on a weekly or monthly basis. You agree to inform Home Telecom of any changes to your contact details and you will update Home Telecom accordingly. If you should default on your payment plan after three attempts to collect your payment, your account will be passed over to the County Court where a County Court Judgement may be acquired. You will be notified after each default by email or letter correspondence.

## **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 contract and terms and conditions by calling our Customer Care Team on 01403 216133.
- 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 broadband or fibre areas £75, Option 2 broadband or fibre areas £119 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 an equipment charge:
  - a) £39 charge for a TG588 model router.
  - b) £59 charge for a DWA0120 model router.

You are responsible for the costs of returning the equipment you have ordered.

Proof of postage will be required for any router returned at the request of Global 4.

- 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 once-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 216133 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 If you decide to terminate this Agreement upon receiving notification that we have applied RPI increases to your tariff, then early termination charges will be apply for the remainder of your term of your Agreement.
- 8.7 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.
- 8.8 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.

- 8.9 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.
- 8.10 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.
- 8.11 Notwithstanding clause 8.4, if you end your contract for broadband services with us and do not transfer your broadband services and telephone line to another provider via a 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 <https://www.hometelecom.co.uk/termsandconditions>.

## **9. MOVING HOUSE**

- 9.1 Moving home costs are set by the standard installation fees advertised on our website. The installation fee will be dependent on the contract length taken, package chosen and the area you are moving to. We will then arrange a new agreed contract term with you for your new address, to which a separate minimum contract term will apply. 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".
- If you have our Fibre to the Property Service, then you cannot move home with your Services within the first 12 months of your contract. If you do move home then the full 12 months minimum term is payable, plus moving home costs.
- 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. 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.
- 9.4 If we are unable to provide the services at your new address for any reason, the charges for the contract will be payable in line with section 8 of these terms. Your obligation to pay for the services and any cancellation fees still apply in line with the original terms of the contract.
- 9.5 If you have taken our 24 month broadband package "Take it with you Broadband" your moving home charges will be completely free. You will be required to sign up for a new 24 month "take it with you Broadband" contract.

## **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 31 calendar 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 upgrade are set by the standard installation fees advertised on our website. The installation fee will be dependent on the contract length taken and the area you live in. We will then arrange a new agreed contract term with you, to which a separate minimum contract term will apply.
- 10.3 Notwithstanding clause 2.2.2, Global 4 may charge an administrative charge of up to £29 for assigning the contract to another individual.
- 10.4 Once the initial contract term has been fulfilled, the Customer may request to change the contract term and amend any additional items by giving a minimum 30 days' notice. We will then arrange a new agreed contract term with you, to which a separate minimum contract term will apply.



- 10.5 If you plan to upgrade your existing package to our 24 month broadband "Take it with you broadband", there will be no upgrade charges applied to your account.

## **11. DATA PROTECTION & CONFIDENTIALITY**

Data protection legislation means collectively:

- i) any applicable laws of the EU;
  - ii) any applicable laws relating to the processing or personal data and the protection of an individual's privacy;
  - iii) GDPR means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it. Home Telecom privacy policy means that the policy that Home Telecom has implemented and may be updated from time to time on how it processes personal data. Document can be found:  
<https://www.hometelecom.co.uk/resources/Home%20Telecom%20Privacy%20Policy%20v1.pdf>
  - iv) Data protection legislation means the Data Protection Act 1998 superseded by the Data Protection Act 2018;
- 11.1 If the Customer is an individual about whom Global 4 processes personal data (as defined in the Data Protection Act 2018), 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 6 month 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. ENHANCED CARE**

This service is available to all clients at a cost of £1.95 per month during the contract term and £2.95 once the contract has ended and enters a rolling monthly contract.

- 13.1 You will be issued a different telephone number for our aftersales department.
- 13.2 Our opening hours will be extended to 8:00 am-8:00 pm Mon – Fri and 8:00 am -4:00 pm Saturday's and bank holidays.
- 13.3 You will be entitled to support on connecting mobiles and other devices to the broadband connection.

### **14. CALL PACKAGES**

When calling from your landline to a mobile number, please be aware that your call package includes only calls to the following service provider networks:

- Mobile O2
- Mobile – Virgin
- Mobile – T-Mobile
- Mobile – Orange
- Mobile – Vodafone
- Mobile – Hutchinson G3
- Mobile – Opal
- Mobile – BT Fusion

Calls to other operators that are not listed above are not included in your call package. This could potentially mean that you incur additional call charges if the mobile number you are calling is associated to a service provider that is not part of your call package.

If you are looking to cancel your contract before installation, simply call us on 01403 216133 where a member of our Customer Care Team will be more than happy to help. Alternatively, you can 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:**