

POST OFFICE WI-FI SQUAD TERMS & CONDITIONS

ABOUT US AND WI-FI SQUAD ENGINEERS

- This agreement is between you and Post Office Limited (co. reg. no. 02154540) (us, we, our) (and any organisation that we may transfer rights to as set out below). Please note that the services of the Wi-Fi Squad will only be provided subject to these terms and conditions. Your statutory rights are unaffected by these terms and conditions.
- Wi-Fi Squad are our team of qualified broadband engineers. They are able to assist you with connecting and setting up your Post Office Broadband services and improving your home environment so you can receive the best possible broadband speeds as detailed below (the "Services").
- The Services are provided on our behalf by one of our sub-contractors and we will be responsible for any actions or omissions of our sub-contractors as if they were our own.

APPOINTMENT BOOKING

- The Wi-Fi Squad will arrange a visit to undertake the Services on a weekday (Monday to Friday) between 7am and 6pm, or Saturday between 7am and 6pm.
- The first available appointment is between 7am and 9am. The last available appointment on a weekday is between 6pm and 8pm, and on Saturday it's between 3pm and 6pm.
- You will be provided with an appointment slot that is 3 hours in length. The engineer may arrive at any time during this timeslot. The engineer visit will last for up to 45 minutes.
- Someone over 18 must be present for the duration of the visit. Where this person is not you, it must be someone over 18 authorised by you to make decisions regarding any potential work to be carried out in your home in connection with the Services.

PRICING

- The Services are optional and assist you in setting up your broadband services at home. The standard cost of the Services will be £100 including VAT, unless agreed otherwise in writing.
- This charge must be paid in full by debit or credit card over the phone prior to booking the engineer.
- If you miss your appointment, fail to cancel your appointment before the cut off times set out below or do not allow our Wi-Fi Squad entry to your premises to carry out the Services, you will not be refunded any of the charge that you paid in advance.
- If a fault affecting your broadband service is discovered outside your property then further work may need to be carried out by an Openreach engineer separately to the Services provided under this agreement. If this is the case we will notify you to discuss next steps and any additional costs.

SERVICES

Wi-Fi Squad shall perform the following Services:

- Full in home network investigation including speed and WI-FI range tests
- Help connecting and setting up your wireless router (either your Post Office supplied router or another compatible wireless router)
- Helping connecting up to **2 wireless devices** including computers, laptops, tablets, smartphones, connected TVs, E-readers or games consoles
- Education during your appointment around factors that can impact your broadband speeds
- Wi-Fi optimisation – determining the best place in your home to place your wireless router for optimal speed and performance
- Master phone socket – where Wi-Fi Squad considers necessary, replacing your phone socket to improve broadband performance

If required to optimise Wi-Fi performance, we will also at our sole discretion:

- Relocate NTE master phone socket
- Rewire one faulty extension only
- Replace one faulty extension socket only

Wi-Fi Squad will not be able to provide the following services:

- Broadband faults & diagnostics – if you have had our broadband or phone service installed and develop a fault it's important for you to contact the Post Office Broadband & Phone technical team on 0345 600 3210 (calls are free when made from an active Post Office phone line)

Please note that if you need the relevant engineer to provide additional services (e.g. to connect more than 2 wireless devices) then you may need to make a further appointment at additional cost.

CANCELLING THIS AGREEMENT OR CHANGING YOUR APPOINTMENT SLOT

- You can cancel this agreement by the cut-off times set out in red below by doing one of the following:
 - (a) **Phone.** Call us on **0800 121 7035**.
 - (b) **By email:** Email us at **support@pobroadband.co.uk** - please head the email Wi-Fi Squad cancellation and provide your name, home address, details of the order and your phone number and email address. Or print off the form at the bottom of these terms and email it to us at this address. Please note that if you choose to cancel in this way then the email or form must be with us by the cut-off times set out in red below.

- If you've booked a Wi-Fi Squad visit and you need to cancel this agreement or change your appointment date, you must tell us by **2pm on the working day before your scheduled appointment** by calling us on 0800 121 7035.
- If you have a Monday booking and want to cancel this agreement or change your appointment please call us by 2pm on the Friday before.
- If you call us to cancel the appointment and this agreement before the cut off time then you will receive a full refund of the amount of the charge paid.
- If you miss your appointment or fail to cancel your appointment before the cut off time, we will not be able to amend the appointment and you will not be refunded any of the charge that you paid in advance.
- If we need to cancel or change the time of an engineer visit, we'll give you as much notice as we can. If a new appointment cannot be agreed then we will refund you the full amount of the charge paid.

EVENTS BEYOND OUR REASONABLE CONTROL

- Certain events may be beyond our reasonable control. Such events might include without limitation network failures, non-availability of materials, war, terrorist activity, riots, malicious damage, fire, flood, storm or nuclear accident. If this arises we may have to cancel or re-arrange your Wi-Fi Squad visit. If a new appointment cannot be arranged or agreed then we will refund you the amount of the charge paid.

YOUR RESPONSIBILITIES

You are responsible for the following:

- You shall provide the Wi-Fi Squad engineer with full access as is necessary to your premises. If you do not allow the required access to your property to perform the Services as arranged (and you do not have a good reason for this) we may postpone or cancel the appointment and/or charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property or you breach any other responsibilities which you have under these terms we may terminate this agreement without giving you notice, we will not be obliged to re-arrange your appointment and you will not be entitled to a refund for the amount of the charge already paid.
- You shall provide our engineer with a safe working environment, working space, electrical power and clear unobstructed access to the telephone master socket.
- If, as part of the Services, you receive any equipment, then this equipment will be your responsibility from the time we deliver the equipment to you. However, we will be responsible for making good (by replacement or repair) any equipment that is damaged by our engineers during the appointment.
- If, as part of the Services, we replace any equipment on your premises, then such equipment will be your responsibility to dispose of lawfully.

OUR RESPONSIBILITIES

We will carry out the Services with reasonable care and skill, however we cannot guarantee that the Services will meet your exact requirements or that timescales given will be met.

Our engineers will use reasonable endeavours to keep any appointment you make with us for the Services, but we cannot guarantee that the engineers will arrive on time in each case. We will use reasonable endeavours to make sure that the Wi-Fi Squad engineer tries to contact you a reasonable time in advance to let you know of any expected delay.

We may not be able to provide wireless connectivity outside the range of the equipment used or provided.

Our liability to you for the provision of the Services is limited up to an aggregate maximum cap of £5,000 for any one incident or series of related incidents, where we will only be responsible for:

- any loss or damage you suffer that is a foreseeable result of our breaching this agreement (including by our failing to use reasonable care and skill). Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the appointment was made, both we and you knew such loss or damage might happen; and
- any loss or damage to your property caused directly by us whilst in your premises. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover whilst providing the Services.

We will not be responsible to you for:

- any loss or damage that is not foreseeable;
- the repair or replacement of any faulty third party equipment that we discover during the provision of the Services to you;
- the removal of any third party equipment from your premises; or
- any failure by you to follow our reasonable advice, recommendations or instructions.

Nothing in this agreement shall exclude or limit our liability for loss or damage that we cannot legally exclude or limit our responsibility for, including liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors, fraud or fraudulent misrepresentation. For the avoidance of doubt, your statutory rights (which include, for example, that we will provide the Services with

reasonable care and skill) are not affected by anything in this agreement or subject to the maximum cap on liability detailed above.

OTHER IMPORTANT TERMS

- We will use the personal information you provide us to supply the Services to you, process your payment for the Services and, if agreed, to give you information about similar services that we provide but you may stop receiving this information at any time by contacting us. We will provide your personal information to the relevant sub-contractor solely to enable them to carry out the Services on our behalf.
- We may transfer our rights and obligations under this agreement to another organisation. You may only transfer your rights or your obligations under this agreement to another person if we agree to this in writing.
- This agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- If any court or relevant authority decides that any of the provisions of this agreement are unlawful, invalid or unenforceable, this will not affect the other provisions which will remain in full force and effect.
- If we do not insist immediately that you do anything you are required to do under this agreement, or if we delay in taking steps against you in respect of your breaching this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you fail to pay the full charge payable and we do not chase you but we provide the Services anyway, we can still require you to make the payment at a later date.
- This agreement is governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

POST OFFICE WI-FI SQUAD CANCELLATION FORM:

(Complete and return this form only if you wish to withdraw from the WI-Fi Squad contract)

To

Post Office Telecom Services
PO Box 14125
Selkirk
TD7 9AF
0800 121 7035

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the Wi-Fi Squad services,

Ordered on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s),

Date

[*] Delete as appropriate