



Post Office HomePhone and Post Office HomePhone with Broadband

Terms and Conditions

Terms and Conditions

PART 1 – GENERAL

1. About your Agreement with us

These terms apply to (i) **Post Office HomePhone** and (ii) **Post Office HomePhone with Broadband** (which comprises **Post Office HomePhone** and **Post Office Broadband**). Post Office Broadband may be Post Office Broadband Essential, Post Office Broadband Premium, Post Office Unlimited Fibre Broadband or Post Office Unlimited Fibre Broadband Plus).

In these Terms and Conditions we refer to Post Office Limited as “**us**”, “**we**” or “**our**” and we refer to you as “**you**” and “**your**”. When we refer to our “**Service**”, we mean whichever one or more of Post Office HomePhone, Post Office HomePhone with Broadband and New Line Provision that you have asked us to provide.

Your agreement with us (“**Agreement**”) includes the following documents, as updated from time to time:

- this document (“**Terms and Conditions**”);
- the form completed by you (or on your instructions) giving us your details and telling us which Service you agree to receive and how you agree to pay for them (“**Order Form**”);
- the latest list of our charges for the Service (“**Price List**”);
- our latest policy setting out how we collect and use your personal information (“**Privacy Policy**”); and
- if you are a Post Office HomePhone with Broadband customer, our latest policy which tells you the standards of conduct that you are required to meet and the usage guidelines we have set for the use of Post Office Broadband (“**Fair Use Policy**”).

On our Website you can find our Privacy Policy postoffice.co.uk/privacy and our Price List and Fair Use Policy at postoffice.co.uk/broadband-phone/terms (“**Website**”) or you can obtain copies by contacting our Customer Services.

If you need to contact us, you can call us on 0345 600 3210. Our Customer Services is open between 8am and 8pm Monday to Saturday and from 9am to 6pm on Sunday. If you call from a Post Office HomePhone landline, your call will be charged at the rate set out in the Price List. If you call from another provider’s landline or from a mobile phone, your call will be charged at your provider’s rates. Please note that calls to and from our Customer Services may be recorded for quality, training and compliance purposes. You can also email us at support@pobroadband.co.uk or write to us at: Post Office Telecoms Services, PO Box 14125, Selkirk, TD7 9AF.

Different parts of these Terms and Conditions apply to you, based on which Service you take from us:

- Parts 1 and 2 apply to Post Office HomePhone;
- Parts 1 and 3 apply to Post Office HomePhone with Broadband; and

- Parts 1 and 4 apply to any New Line Provision (as defined in section 37 below).

In the event of any conflict between these Terms and Conditions and any of the other documents referred to above, these Terms and Conditions shall take priority.

2. What we promise you

We will provide the Service to you using the reasonable skill required of a telecommunications service provider. We will do everything we reasonably can to provide the Service to you without any interruptions. However:

- we may occasionally change or update the Service;
- we cannot guarantee the exact date on which the Service will start, or that all parts of the Service will start on the same date;
- you may experience occasional Service disruptions because of, for example, technology faults or maintenance. We will try to restore the Service as soon as possible and limit any disruption to you, but we are not responsible for delays in restoring the Service which are beyond our reasonable control as described in section 15 (Events beyond our reasonable control);
- you may not always have uninterrupted internet access; and your internet access, download speeds and upload speeds may not be at the maximum speeds we advertise.

You might not be able to receive the Service if we are unable to provide the Service to your address, if your current service provider prevents you receiving the Service, if there are incompatible products on your telephone line (such as BT Basic) or if you fail a credit check. We can only provide the Service to addresses in the UK. If we are unable to tell you whether you can or cannot receive any particular Service or part of it before you enter into this Agreement, and it turns out that you cannot receive that Service or part of it, then we will refund any money you have paid in advance for that Service or part of it.

3. What you promise us

You promise us that all information you have supplied to us is correct. You promise that you will tell us if any of that information changes by contacting our Customer Services. If we ask, you must provide evidence of any changes in writing. If you fail to keep your information up-to-date you may not receive notifications from us about important changes to the Service.

You promise that you are at least 18 years old. You also promise us that you are either the current telephone and/or internet service subscriber at your address (**the “Subscriber”**) or authorised by the Subscriber to subscribe to the Service and to cancel or transfer the telephone and/or internet service to which the Subscriber is currently subscribed.

You promise to pay us the charges for the Service

("Charges") as set out in the Price List, on time and in the way we have agreed with you.

If you have chosen to pay by Direct Debit, you agree to allow us to alter your Direct Debit instruction (including the amount), subject to the terms of the Direct Debit Guarantee (which applies to all banks and building societies taking part in the Direct Debit scheme, and provides protection to you in respect of Direct Debit payments). You agree that we may use your Direct Debit instruction to charge you for any payment due to us under any agreement you have with us.

It is your responsibility to ensure that you have sufficient funds in your bank or building society to meet a Direct Debit obligation to pay us.

You agree that we may use other suppliers to provide the Service or parts of it and that we may share your personal information with them for that purpose. You can find further information about how your personal information is collected and used in section 14 (Your personal information) and in our Privacy Policy.

You agree not to use the Service (or allow the Service to be used):

- in any way which breaks the law;
- to make any call and/or send, knowingly receive, upload, download, use or re-use any material which is illegal, criminal, offensive, abusive, indecent, defamatory, obscene, menacing, anti-social, racist, distressing, harmful or threatening; which is in breach of confidence, copyright, privacy or any other rights; which does not comply with our Fair Use Policy; or which damages or may damage our name and/or reputation or which may bring our name into disrepute;
- to send or provide advertising or promotional material which the recipient has not asked for, or knowingly to receive responses to any such advertising or promotional material;
- in any way that does not comply with any of our instructions (or the instructions of our suppliers) which may be necessary at any time for health and safety reasons or to prevent any disruption to the Service; and/or
- for commercial or business purposes.

You are solely responsible for evaluating the accuracy and completeness of any content that you download or access using the Service. In addition you are solely responsible for assessing the value and integrity of goods and services offered online by third parties that are made available to you by virtue of the Services we offer.

You agree that you will not behave in an obscene, threatening, abusive or hateful manner to our Customer Services team.

4. Charges and billing

4.1 Charges

You can find the Charges (including any special offers) in the current version of our Price List.

Please note these prices may change from time to time. Charges include VAT.

You must pay your Broadband and line rental Charges (or HomePhone only line rental if you are a Post Office HomePhone customer), in advance, by the date set out in each bill we send you. You must pay the Charges for calls made from your telephone line and any call features used, in arrears, by the date set out in each bill we send you. If you are a Post Office HomePhone with Broadband customer and you choose Post Office Broadband Essential, you will be limited to a maximum amount of usage per month as set out in the Fair Use Policy ("Usage Limit"), and you must also pay the Charges for any data usage above the Usage Limit, in arrears, by the date set out in each bill we send you. If you need New Line Provision, see Part 4 (New Line Provision) for details of the Charges you will have to pay.

Sometimes you may want or need additional one-off services, such as engineer call-outs. The Charges for these additional one-off services are set out in our Price List. We will tell you in advance if you need to pay any Charge for those services and what the Charge will be (either in total, or at an hourly rate). If you agree to receive those services, we may require payment in advance, although sometimes we may agree to add the Charge to your next bill.

If the VAT rate changes then we may change the Charges accordingly. VAT is charged at the rate that is applicable on the date on which your bill is created. We will try to make sure that any changes we make to the Charges reflect the changes to the VAT rate, but they may not match exactly as we may need to round Charges up or down.

4.2 Billing frequency

You will receive a bill every month, although we reserve the right to send you a bill at any time.

4.3 Method of payment

You can choose any available payment method when you subscribe for the Service and you can change to any other available method at any time by contacting our Customer Services. Some Payment methods may incur a charge as set out in our Price List. We may change the available methods of payment at any time. We will let you know in advance if your chosen method of payment will be affected.

You agree that you are responsible for the Charges even if your chosen method of payment fails.

If you do not pay by Direct Debit, you may be able to pay the Charges in smaller instalments by using a Post Office Budget Payment Card. You can get further details by contacting our Customer Services or checking our Website. Please note that separate terms and conditions will apply to use of a Post Office Budget Payment Card.

4.4 How we will send your bills to you

You will normally only be able to view your bills using our online service for billing, though we reserve the right to send you paper bills.

If you do not wish to receive online bills, then you can change to paper bills by contacting Customer Services, but this may incur a charge as set out in our Price List.

Our online service for billing allows you to check your account details and bills on a secure page using a unique user identification and password (“**Online Service**”). We will send you an email each time a new bill is issued.

We will send you paper bills and/or emails using the relevant home or e-mail address you give us when you subscribe for the Service, unless you change the relevant address by contacting our Customer Services.

We will send your bill in large print or Braille format if you ask us to when you subscribe for the Service, or if you ask our Customer Services at any time.

4.5 What happens if you don't pay your bills

We will remind you if you fail to pay any Charges on time. If you do not pay promptly after we have reminded you, we may stop you making calls except to the emergency services, or suspend or cancel the Service. We may decide whether or not to reconnect you to the Service. If we choose to reconnect your line, we may charge you a fee based on the costs we have had to incur.

We may use debt recovery agencies to collect any outstanding Charges from you. If we do this, we may charge you a fee towards our debt recovery expenses.

If you fail to pay Charges on time, you may incur a late payment charge. See the Price List for further details.

4.6 You are responsible for your previous supplier's charges

If you have an existing contract with another service provider, it may have a minimum service period in it. You are responsible for checking your contract with your old service provider and paying for any ongoing charges or termination charges imposed by that service provider. Those charges will be in addition to our Charges.

5. Length of your Agreement

Our Agreement with you will begin when the Order Form is completed.

The Order Form is completed:

- if you subscribe for the Service in a Post Office branch, when you sign the printed slip you are given confirming that you have entered into the Agreement; or
- if you order the Service over the internet, at the point at which you click on “Confirm Order”; or
- if you order the Service over the telephone, when you have given your details to the Post Office representative and confirm that you wish to enter into the Agreement.

We aim to send you a pack containing a welcome letter setting out the Service you have ordered and your estimated start date, along with these Terms

and Conditions and other documents (“**Welcome Pack**”) within five Working Days of your Order Form being completed. If you have not received your Welcome Pack within that time or if you have any questions you can contact our Customer Services.

When we refer to a “**Working Day**”, we mean any day other than a Saturday, Sunday or public holiday in England, Wales, Scotland or Northern Ireland.

Our Agreement with you will continue until you or we terminate it in accordance with these Terms and Conditions.

Your Agreement may include a minimum period for which you must commit to receive the service (the “**Minimum Term**”) subject to your rights to cancel in accordance with sections 23, 33 and 39. The Minimum Term for each Service shall be as follows:

- if you are a Post Office HomePhone only customer, your Agreement will have a Minimum Term of 12 months except as otherwise provided below;
- if you are a Post Office HomePhone only customer and you entered into an Agreement for Post Office HomePhone pursuant to a promotion, including without limitation any free periods of line rental, your Agreement will have the Minimum Term set out in the terms and conditions applicable to that promotion (“**Promotional Terms**”);
- if you are a Post Office HomePhone with Broadband customer, your Agreement has a Minimum Term of 12 or 18 months, depending on the Post Office Broadband Service you subscribe to. The Minimum Term for Post Office Broadband Essential is 12 months. The Minimum Term for Post Office Broadband Premium, Post Office Unlimited Fibre Broadband or Post Office Unlimited Fibre Broadband Plus is 18 months.
- if you are a Post Office HomePhone with Broadband customer and you entered into an Agreement for Post Office HomePhone with Broadband pursuant to a promotion, including without limitation any free periods of rental, your Agreement will have the Minimum Term set out in the Promotional Terms;

The Minimum Term (if applicable) starts on the date on which we first provide Post Office HomePhone or Post Office HomePhone with Broadband to you at a particular address (or, if the Post Office HomePhone Service starts on a different day from the Post Office Broadband Service, the Minimum Term starts on the day the first of these Services starts).

After the Service starts, if you elect to pay for Post Office HomePhone line rental Charges through the Line Rental Saver option or agree to receive Post Office HomePhone or Post Office HomePhone with Broadband pursuant to a promotion, the Minimum Term starts on the date on which you agree to receive Post Office HomePhone or Post Office HomePhone with Broadband through the payment of the Line Rental Saver option or in accordance with the relevant promotion.

6. Your rights to cancel

You can find your rights to cancel Post Office HomePhone in Part 2 (Post Office HomePhone), your rights to cancel Post Office HomePhone with Broadband in Part 3 (Post Office HomePhone with Broadband) and your rights to cancel New Line Provision in Part 4 (New Line Provision).

7. Our rights to cancel

7.1 Without fault by you

If you are a Post Office HomePhone customer, we may cancel the Service immediately if we are not able to provide it to you. This may be because we cannot arrange for the transfer of your telephone line, we cannot get access to your premises (for New Line Provision), you do not live in an area where the Service is available, if you fail a credit check or for any other unforeseen reason preventing us from providing the Service.

If you are a Post Office HomePhone with Broadband customer, we may cancel the Service immediately if we are not able to provide the Post Office HomePhone part of the Service to you. If we are unable to provide Post Office Broadband, which may be because you live in an area where Post Office Broadband is unavailable, or for any other unforeseen reason preventing us from providing Post Office Broadband, we may still be able to provide Post Office HomePhone. If so, we will ask you if you want us to provide you with Post Office HomePhone only.

If you are a Post Office HomePhone only customer we may cancel the Service (or any part of it) at any time after the end of the Minimum Term (if applicable) by telling you at least 30 days in advance of the date of cancellation.

If you are a Post Office HomePhone with Broadband customer we may cancel the Service (or any part of it) at any time after the end of the Minimum Term by telling you at least 30 days in advance of the date of cancellation.

Notwithstanding the above, we may cancel the Service (or any part of it) by telling you as far in advance as we can if an agreement between us and a wholesale supplier is terminated or expires.

7.2 Where you are at fault

We may cancel the Service (or any part of it) immediately if:

- you fail to pay any bill promptly after we have sent you a reminder;
- you breach a material term of this Agreement, being sections 3 (What you promise us) and 4.1 (Charges) or otherwise in accordance with section 4.5 (What happens if you don't pay your bills?);
- we find you have given us false information or acted fraudulently; and/or
- bankruptcy proceedings are brought against you, you do not make payment of a court judgment on time, you make an arrangement with your creditors, or any of your assets are the subject of any form of seizure.

If we cancel your Post Office HomePhone or Post Office HomePhone with Broadband for any of the reasons at section 7.2 during the Minimum Term, you must pay us the early termination Charge, as set out in the Price List.

8. Our rights to suspend the Service

We may suspend the Service (or any part of it), or delay any New Line Provision, immediately if:

- we need to, or any network operator or service provider needs to, carry out repairs, maintenance or introduce new aspects to the Service;
- we are told to do so by the Government, the emergency services or any other lawful authority;
- you breach a material term of these Terms and Conditions (as described in section 7.2 (Our rights to cancel where you are at fault));
- in accordance with section 4.5 (What happens if you don't pay your bills?);
- an agreement between us and a wholesale supplier is terminated or expires;
- you fail to pay any bill promptly after we have sent you a reminder or you exceed your credit limit; or we have a right to do so elsewhere in this Agreement.

Unless we suspend the Service (or any part of it) or delay any New Line Provision because of something you do (or fail to do), we will try to restore the Service or proceed with the New Line Provision (as applicable) as soon as possible.

9. What happens if the Service is suspended or cancelled?

If we suspend or cancel any part of the Service, we may refund any Charges you have paid in advance for the part(s) of the Service you are unable to receive because of that suspension or cancellation. We will deduct this refund from your next (or final) bill, unless your account is in credit, in which case we will arrange payment of the outstanding amount to you. However, if we suspended or cancelled the Service (or any part of it) because of something you did (or failed to do), we may charge a reconnection fee if we restore the Service, which will be based on the costs we incur in doing so.

If you subscribe to Post Office HomePhone with Broadband, and we cancel this Service, we may at our discretion offer to transfer you to Post Office HomePhone only. If you agree to this transfer, the Charges you must then pay will be those applicable to Post Office HomePhone. If we suspend Post Office HomePhone, you may not be able to obtain internet access through your telephone line while the line is suspended.

If we and/or you cancel all parts of the Service, your Agreement will automatically terminate.

10. What rights and remedies will you have against us?

We do not exclude or limit our liability for fraud or for death or personal injury resulting from our negligence. Your statutory rights (which include, for example, that we will provide the Service to a reasonable standard and within a reasonable

time, and that any equipment you buy from us will comply with its description and will be fit for its purpose) are not affected by anything in this Agreement. For more information about your statutory rights, contact your local Citizens Advice Bureau or Trading Standards Office.

Except for the preceding two sentences, we limit our liability to you under this Agreement to a maximum of £5,000 for any one incident or series of related incidents.

Except as set out in the preceding paragraph, we will not be liable under this Agreement for any loss that could not have been reasonably expected by you and us at the time of entering into this Agreement, any financial loss (including any loss of income, business or profits, but excluding the Charges), any information which is lost or corrupted, or any damage or loss suffered or incurred by you as a result of:

- any use of the Service in breach of this Agreement (including any use of the Service for commercial or business purposes);
- any alterations made to the Service or any equipment by anyone other than us;
- any fault in (or failure of) any equipment used in connection with the Service (whether or not provided by us) or any antivirus software or other security features, except where any such damage or loss is a direct result of our negligence;
- any use of the Equipment for any purpose other than in connection with the Service;
- any use of the Service with any equipment which does not carry the European Consumer Equipment Standards "CE" mark, which is not compatible with the Service or which is not connected to the Service and used in accordance with any published instructions and/or applicable safety and security procedures; and/or
- our cancellation or suspension of the Service in accordance with these Terms and Conditions except as set out in section 9 (What happens if the Service is suspended or cancelled?).

11. Support and Maintenance Services

If there are any problems with the Service you must tell us immediately by contacting our Customer Services. Our Customer Services representatives will try to solve any problems for you. You agree to give our Customer Services representatives any help they reasonably ask for to help them solve the problem. If they cannot, or you do not provide any help we reasonably ask for, it may be necessary for us to call out an engineer, and you may have to pay an additional Charge for this.

Sometimes, the engineer we call out will need to visit your home to solve the problem. If the engineer needs to visit you, you must ensure you are there at the time agreed with our Customer Services and allow them to enter the property. If you do not, we may charge you a call-out fee (see the Price List for details). We will use reasonable

efforts to ensure that the engineer's appointment is on your preferred date, although we cannot guarantee this. If an engineer is unable to keep an appointment, we will try to tell you as soon as possible. If you need the consent of your landlord or anyone else for our engineer to enter your property and to install any equipment, it is your responsibility to obtain this. By allowing our engineer to enter your property, you promise that you have obtained any consent needed.

You may have to pay an additional Charge for an engineer visit if the problem with the Service was caused by your own act or omission, by equipment owned or installed by you, or by any other reason outside our control. See the Price List for applicable Charges.

12. Moving home

You must tell our Customer Services at least 15 days before you move home. If you do not, you will be responsible for Charges incurred at your old address until 15 days after you tell us about your move. We will try to switch your Service to your new home, although you may not be able to keep your telephone number. If you ask to keep your old number, and we do this, then in some circumstances a charge will apply, as set out in the Price List.

We may not be able to switch all or part of the Service to your new home, for example because of its location or because the previous telephone or internet service provider prevents you receiving the Service.

If we cannot switch Post Office HomePhone to your new home, we will cancel the Service from the date 15 days after you tell us about your move and this Agreement will be terminated from that date.

If you cancel your Service because you are moving home, your rights to cancel in accordance with sections 23, 33 and 39 will apply. However if you move your existing Post Office Service or an amended Post Office Service (e.g. Post Office HomePhone with Post Office Unlimited Fibre Broadband downgraded to Post Office HomePhone with Post Office Broadband Premium) to your new address rather than cancelling the Service, then any remaining Minimum Term under your existing Agreement will be cancelled and a New Minimum Term will apply to your Service from the date the Service goes live in your new address.

If we cannot switch Post Office Broadband to your new home, but we can switch Post Office HomePhone, we may at our discretion offer to transfer your Post Office HomePhone with Broadband Service to Post Office HomePhone only.

If you agree to this transfer, the Charges you must then pay will be those applicable to Post Office HomePhone.

If we cannot switch Post Office Unlimited Fibre Broadband or Post Office Unlimited Fibre Broadband Plus to your new home, but we can provide Post Office Broadband Premium or Post Office

HomePhone only, we may at our discretion offer to transfer your service to one of these suitable alternatives, but we will ask you if you want us to provide you with this alternative before proceeding with the order. The Charges you must then pay will be those applicable to Post Office HomePhone only or Post Office HomePhone with Broadband Premium depending on your selection.

If we cancel all of your Service, or transfer you from Post Office HomePhone with Broadband to Post Office HomePhone or Post Office HomePhone with Broadband Premium because we cannot supply Post Office Broadband or either Post Office Fibre Broadband product, we will refund any line rental and/or broadband Charges paid in advance in relation to the cancelled Service or part of the Service that relate to the period after the date you moved home or (if later) the date 15 days after you told us about the move (unless the only reason we cannot continue to provide the Service is because you do not agree to install a new analogue telephone line).

When you contact us to make the arrangements to move your Service we will give you an estimate of how long it will take to transfer your Service.

We will use reasonable endeavours to meet this estimate but our ability to do so is subject to other suppliers and we may therefore require additional time.

If you need New Line Provision to receive Post Office HomePhone or Post Office HomePhone with Broadband at your new address, Part 4 (New Line Provision) will apply. If we have to incur costs to move your telephone number to your new home, we may charge you for this.

13. Changes to this Agreement

We may change the Service, the Charges or this Agreement at any time. We will publish any changes on our Website. If we believe you will be caused significant disadvantage by any change we will notify you of that change at least 30 days before it takes effect. We may do this by publishing the change on our Website, by advertising in the press, by giving you written notice by post or by email, or by sending a message with your bill. If we cannot publish the change at least 30 days before it takes effect (for example because the change is necessary for the security of the network, because of regulatory change at short notice, because one of our suppliers makes changes to its service at short notice, or because any telephone network provider increases its call charges at short notice), we will publish the change as soon as we reasonably can. If you are caused significant disadvantage by any change, you may cancel the relevant part of the Service. For details about how to do this, see Part 2 (Post Office HomePhone) or Part 3 (Post Office HomePhone with Broadband).

14. Your personal information

We are registered under the Data Protection Act 1998. We take your privacy very seriously and the personal information which you provide to us will be used in accordance with our Privacy Policy.

Where you have previously indicated your consent, we will contact you using email, mail, phone, text message and other electronic methods, about products, service and events we and our partners believe may be of interest to you. This will include using your billing data to offer you other electronic communications services available from us. You may stop marketing communications at any time by calling 03457 22 33 44. Post Office Limited, as a public authority, may be asked to disclose personal information with central government and other public authorities in support of legitimate national data-sharing initiatives.

You agree that when you apply for the Service we may check your records at credit reference and fraud prevention agencies. We may also make periodic searches at credit reference and fraud prevention agencies to manage your account with us. When credit reference agencies receive a search request from us they will place a search footprint on your credit file that may be seen by other organisations (whether or not your order proceeds or the Service is cancelled). Credit reference agencies supply to us both public (including the electoral register) and shared credit and fraud prevention information. If you tell us you have a spouse or financial associate, you agree that we may check their records at credit reference and fraud prevention agencies and link your records together with theirs, and you promise that you are authorised to disclose personal information about them for this purpose. Credit reference agencies also link your records together with the records of your spouse or financial associate, and these links will remain on your and their files until you or they successfully file for a disassociation with the credit reference agencies to break that link.

You agree that we may send the information we collect when you subscribe for the Service to credit reference agencies, and that they may record that information. You also agree that we may give details to them about your account and how you manage it. If you do not pay us in full and on time, credit reference agencies may record the outstanding debt. Credit reference agencies may supply this information to other organisations to perform checks, trace your whereabouts and/or recover debts that you owe. Records remain on file with the credit reference agencies for six years after they are closed. If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to fraud prevention agencies and other organisations involved in crime and fraud prevention.

We may send information we collect to debt recovery agencies if you do not pay your bills, in

accordance with section 4.5 (What happens if you don't pay your bills?).

Please contact our Customer Services if you want details of the credit reference and fraud prevention agencies from whom we obtain and with whom we share your personal information, or further details about how credit reference and fraud prevention agencies use your personal information.

15. Events beyond our reasonable control

We are not responsible for events beyond our reasonable control. Such events might include network failures, war, terrorist activity, riots, malicious damage, fire, flood, storm, nuclear accident or compliance with any new law or governmental order, rule, regulation or direction.

We may suspend or cancel the Service (or any part of it) if, despite trying to do so, we are not able to provide it to you as a result of events beyond our reasonable control. However, if we suspend or cancel all or any part of the Service because of one of these events, we may refund any Charges which you paid for any part of the Service you could not receive in accordance with section 9 (What happens if the Service is suspended or cancelled?).

16. Complaints and dispute resolution

We aim to provide you with the highest quality of service. If you are unhappy with any aspect of the Service then please contact our Customer Services. You can find details of our complaints and dispute handling procedures in our Code of Practice, as described in section 18 (Our code of practice).

We are a registered member of the Ombudsman Service, which deals with complaints relating to the Post Office HomePhone and Post Office HomePhone with Broadband Services. If you are still unsatisfied eight weeks after raising your complaint, or if we have sent you a deadlock letter telling you that we are no longer dealing with your complaint, you can complain about us to the Ombudsman Service. You can find out more information about the Ombudsman Service through their website at ombudsman-services.org or by calling them on 0330 440 1614.

17. Other matters

Post Office Limited is a company registered in England and Wales, company number 2154540. Our registered office is Finsbury Dials, 20 Finsbury Street, London EC2Y 9AQ. VAT registration number: GB172 6705 02. Post Office Limited can be contacted by contacting our Customer Services on 0345 600 3210 or support@broadband.co.uk

We may wish to transfer our rights or obligations under this Agreement to someone else. You agree that:

- we may do so provided that the transfer does not affect your rights or otherwise significantly disadvantage you; and
- after we notify you of the date of the transfer, your only rights under or in connection with this

Agreement will be against that other person and not us.

You must contact our Customer Services if you want to transfer your Service to someone else. We will let you do this unless we have a good reason not to (for example, if the other person lives at a different address to you or fails a credit check).

If we agree to do this, we will enter into a new Agreement with the other person once they have completed the Order Form. On the date that the new Agreement with the other person starts, we will cancel your Agreement with us and send you a final bill.

The terms which apply to you in Part 2 (Post Office HomePhone), Part 3 (Post Office HomePhone with Broadband) and/or Part 4 (New Line Provision) of these Terms and Conditions override the terms in Part 1 (General) in the event of any inconsistency between them.

If any court or other competent authority finds any of the terms of this Agreement to be invalid or unenforceable, the other terms of this Agreement will not be affected. This 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 this 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.

18. Our code of practice

We have a General Code of Practice for Fixed Line Telecommunications Services including Premium Rate Services and Non-Geographic Numbers. This includes our complaints and dispute handling procedures. The code of practice is available on our Website or by contacting our Customer Services.

PART 2 – POST OFFICE HOMEPHONE

19. The Post Office HomePhone Service

Post Office HomePhone is the Service which allows you to rent a telephone line from us (instead of BT or another provider) and make calls. You can also receive additional call features such as call divert and caller display.

You must take both the line rental and call service elements of Post Office HomePhone. Post Office HomePhone does not support carrier pre-selection (the mechanism that allows people to select, in advance, an alternative communications provider or providers for their calls without having to dial a prefix or install any special equipment).

Where you ask us to, we will try to ensure that you keep your old telephone number, although we cannot guarantee this. We will try to keep the same telephone number for you for as long as we provide you with Post Office HomePhone. However, we may have to change it for operational reasons, in which case we will let you know in advance. If we can keep your old number then in some

circumstances there will be a charge for this, as set out in the Price List.

Normally we will automatically provide you with equivalent services to those you received from your old service provider (like call barring, call divert and caller display). If we cannot do this automatically, we will put measures in place to try to ensure you receive those equivalent services, but we cannot guarantee this will happen or that these measures will be effective all of the time. As a result, you may incur additional unforeseen charges. If you would like to receive any new services, or make changes to the services you received from your old service provider, you will need to contact our Customer Services once you are connected to Post Office HomePhone, and we will try to provide these to you as soon as possible. Various other features are available. Charges for and details of these services are set out in the Price List.

You may have to pay additional Charges (which will be charged at the rates set out in the Price List) for some services you may have received from your old service provider, such as indirect access and other subscriber or premium rate services.

You agree to check the services you are receiving once the Post Office HomePhone Service starts and check whether you are receiving the services you previously received from your old service provider. If you are not, you must tell us immediately.

If you want to change your directory preferences then please contact our Customer Services.

20. Call Charges

You can find all call Charges, offers and call charging practices in the Price List.

You are responsible for the cost of all calls made from your telephone line, including without limitation any calls made by another person or by a computer.

We may limit the amount of call Charges you can incur.

We will try to let you know if you exceed this limit. If you do exceed this limit, we may:

- ask for advance payment towards call costs; and/or
- require that you pay any outstanding Charges immediately; and/or
- bar your calls.

21. Connection

Normally we can connect you to Post Office HomePhone by taking over the line from the existing provider. If we can do this, we will not charge you a connection fee.

In some cases you may require New Line Provision (as defined in section 37) for you to receive Post Office HomePhone. The process for New Line Provision is set out in Part 4 (New Line Provision).

22. Required equipment

You will not be able to use the Post Office HomePhone Service unless you have a functioning

telephone, or another device which allows you to use the Post Office HomePhone Service. We do not provide you with this equipment and we are not responsible for any equipment you may use.

You must not connect any equipment to the Post Office HomePhone Service which does not carry the European Consumer Equipment Standards "CE" mark, or that may harm the network or any other customer's equipment. Any equipment used with Post Office HomePhone must be connected and used in accordance with its instructions and any applicable safety and security procedures.

You must only connect equipment to the Post Office HomePhone Service by using either a standard telephone socket or a connection point approved by our suppliers.

To take advantage of our Call Line Identity service (which displays the number of the line from which incoming calls are being made) you will need compatible equipment.

23. Your rights to cancel

23.1 Before the Service starts

You may cancel Post Office HomePhone and obtain a full refund of any money you have paid by contacting our Customer Services any time until the Service starts. By "starts", we mean the phone line becoming active so that you can make and receive phone calls. However, please note that **if you contact us to cancel Post Office HomePhone at any time after 4pm on the Working Day before the Service is due to start, we may be unable to stop your phone service transferring to Post Office HomePhone.** This is for technical reasons relating to the disconnection and reconnection of your telephone line. In these circumstances, it is up to you to arrange an alternative supplier and you accept that if you cancel in these circumstances you may be without a working telephone line until such time as another supplier can commence supply. You may also have to pay for any New Line Provision you have received, in accordance with Section 39 (New Line Provision – Your rights to cancel).

If you cancel in this way we will refund any Charges you have paid in advance relating to Post Office HomePhone except for any costs relating to any New Line Provision which we are entitled to recover under Part 4 (New Line Provision).

23.2 After the Service starts

After the Service starts, you may cancel Post Office HomePhone at any time up to 14 calendar days from the day after your Order Form is completed in accordance with section 5 (the "Cooling Off Period"), including where your Agreement has a Minimum Term.

To cancel this Agreement during the Cooling Off Period you must notify us of your decision by contacting our Customer Services or using the cancellation form available at: postoffice.co.uk/broadband-phone/terms.

If you cancel in this way, you will still have to pay

for any calls you have made and call features you have received during this period. We will refund any other Post Office HomePhone Charges which you have paid in advance for the period after your chosen cancellation date provided you have given the required notice. If we have supplied New Line Provision within six months before the date of cancellation, we may charge you a cancellation fee in respect of the New Line Provision as set out at section 39 (New Line Provision – Your rights to cancel).

Where your Agreement is subject to a Minimum Term, you may not cancel Post Office HomePhone within the Minimum Term (except during the Cooling Off Period) unless you pay us the early termination Charge, as set out in the Price List. After the Minimum Term has expired, or if your Agreement is not subject to a Minimum Term, you may cancel Post Office HomePhone at any time by telling our Customer Services at least 15 days in advance of your chosen cancellation date. If you do this, we will refund any Charges relating to Post Office HomePhone which you have paid in advance for the period after the end of that 15 day period.

Any payments made under the Line Rental Saver option are non-refundable except where the Service is cancelled during the Cooling Off Period.

23.3 Where we make changes disadvantageous to you
If we tell you that we are going to change the Post Office HomePhone Service, the Post Office Charges or the terms of Part 1 (General) or Part 2 (Post Office HomePhone) of these Terms and Conditions in a way which causes you significant disadvantage then you may cancel Post Office HomePhone by contacting our Customer Services.

If you cancel in this way, you will still have to pay for any calls you have made and call features you have received. However, we will refund any other Post Office HomePhone Charges which you have paid in advance for the period starting 30 days after we tell you that we are going to change the Post Office HomePhone Service, the Charges or Part 1 (General) or Part 2 (Post Office HomePhone) of these Terms and Conditions.

23.4 Your responsibility to arrange transfer

If you cancel Post Office HomePhone, you are responsible for transferring to another service provider. You may be left without telephone services and/or broadband services if you fail to do so.

24. Call barring

We reserve the right to bar your calls if:

- you fail to pay any bill promptly after we have sent you a reminder;
- there is (or we suspect there is) an unusual amount of activity by you via indirect access (by which you may have access to another service operator's network, for example by using "IA" access codes);
- the number of calls from your line or the destination of calls changes significantly;

- you break the terms of this Agreement;
- you go over any limit that we put on the amount of call Charges you can run up; or
- we reasonably think it is necessary, for example, where there is high usage on an account.

We will try to tell you before we bar your calls, but this may not always be possible. If we cannot tell you beforehand, we will tell you as soon as we reasonably can.

We may also bar you from making premium rate calls when you first start to receive the Service.

If your use of the Service is affected by call barring, you may ask us to change this by contacting our Customer Services. We will decide whether or not to remove call barring. If we do decide to remove call barring, we may need you to make a payment.

25. Emergency Calls

The Post Office HomePhone Service allows calls to be made to the 999 and 112 emergency services numbers and provides information concerning the location from which a call to the emergency organisations has been made.

You will still be able to make calls to emergency services if we have barred your calls.

You will not be able to make calls to emergency services if your telephone line is unavailable (for example because the telephone network is interrupted by a flood, storm or similar event), or if Post Office HomePhone is cancelled and you do not arrange for a replacement provider.

PART 3 – POST OFFICE HOMEPHONE WITH BROADBAND

26. The Post Office HomePhone with Broadband Service

When you subscribe to Post Office HomePhone with Broadband, you receive Post Office HomePhone and Post Office Broadband.

Post Office HomePhone

Post Office HomePhone is the Service which allows you to rent a telephone line from us (instead of BT or another provider) and make calls. You can also receive additional call features such as call divert and caller display.

You must take both the line rental and call service elements of Post Office HomePhone. Post Office HomePhone does not support carrier pre-selection (the mechanism that allows people to select, in advance, an alternative communications provider or providers for their calls without having to dial a prefix or install any special equipment).

Where you ask us to, we will try to ensure that you keep your old telephone number, although we cannot guarantee this. We will try to keep the same telephone number for you for as long as we provide you with Post Office HomePhone. However, we may have to change it for operational reasons, in which case we will let you know in advance.

If we can keep your old number then in some circumstances there is a charge for this, as set out in the Price List.

Normally we will automatically provide you with equivalent services to those you received from your old service provider (like call barring, call divert and caller display). If we cannot do this automatically, we will put measures in place to try to ensure you receive those equivalent services, but we cannot guarantee this will happen or that these measures will be effective all of the time. As a result, you may incur additional unforeseen charges. If you would like to receive any new services, or make changes to the services you received from your old service provider, you will need to contact our Customer Services once you are connected to Post Office HomePhone, and we will try to provide these to you as soon as possible. Various other features are available. Charges for and details of these services are set out in the Price List.

You may have to pay additional Charges (which will be charged at the rates set out in the Price List) for some services you may have received from your old service provider, such as indirect access and other subscriber or premium rate services.

You agree to check the services you are receiving once the Post Office HomePhone Service starts and check whether you are receiving the services you previously received from your old service provider. If you are not, you must tell us immediately.

If you want to change your directory preferences then please contact our Customer Services.

Post Office Broadband

When you subscribe to Post Office HomePhone with Broadband you can choose one of our four broadband internet access and services packages: Post Office Broadband Premium, Post Office Broadband Essential, Post Office Unlimited Fibre Broadband or Post Office Unlimited Fibre Broadband Plus. All of these Broadband Services are subject to the Fair Use Policy.

Whichever Post Office Broadband package you chose, you will be able to access the internet for a fixed monthly price. You will get free use of the equipment which we provide to you as part of Post Office Broadband, but you may be charged a connection fee and a delivery charge, as set out in the Price List.

If you choose Post Office Broadband Premium, Post Office Unlimited Fibre Broadband or Post Office Unlimited Fibre Broadband Plus, you will get unlimited downloads (subject to our Fair Use Policy and these Terms and Conditions), and use of a wireless router, Post Office SafeGuard (including parental controls) and the Post Office Internet Security Software. If you choose Post Office Broadband Essential, the Usage Limit will apply, and you get the use of a wireless router and Post Office SafeGuard (including parental controls). You can find details of maximum speeds, security features and the Usage Limit by checking our Fair

Use Policy, our Website or by contacting our Customer Services.

If you choose Post Office Broadband Essential and you exceed the Usage Limit, we reserve the right to charge you in accordance with the terms set out in the Fair Use Policy.

If you want to upgrade or downgrade between our Post Office Broadband Services, please contact our Customer Services who will let you know whether this is possible.

A new Minimum Term will begin from the date we first begin providing any new Post Office Broadband Service to you. If you are upgrading from Post Office Broadband Essential or Post Office Broadband Premium to Post Office Unlimited Fibre Broadband or Post Office Unlimited Fibre Broadband Plus we will send you a new wireless Fibre router and micro-filters and you will need to return the Post Office Broadband Essential or Post Office Broadband Premium Equipment. Please see section 32 (Returns procedure) for the returns procedure.

The internet protocol ("IP") address(es) which you use in relation to Post Office Broadband remains the property of our suppliers.

We may at our discretion restrict download speeds at peak times depending on the nature and extent of your downloads. Section 2 of the Fair Use Policy sets out more detail about this.

27. Call Charges

You can find all call Charges, offers and call charging practices in the Price List.

You are responsible for the cost of all calls made from your telephone line, including without limitation any calls made by another person or by a computer.

We may limit the amount of call Charges you can incur. We will try to let you know if you exceed this limit. If you do exceed this limit, we may:

- ask for advance payment towards call costs; and/or
- require that you pay any outstanding Charges immediately; and/or
- bar your calls.

If you choose Post Office Broadband Essential you are also responsible for all Charges in respect of any data you use in excess of the Usage Limit, as set out in the Price List.

28. Connection

Normally we can connect you to Post Office HomePhone by taking over the line from the existing provider. If we can do this, we will not charge you a connection fee.

In some cases you may require New Line Provision (as defined in section 37) for you to receive Post Office HomePhone. The process for New Line Provision is set out in Part 4 (New Line Provision).

29. Security

You use the internet at your own risk and it is your responsibility to make sure that any equipment and security software you use is up to date and protected against viruses. You must keep any passwords and user identification information secure and confidential.

If you are a Post Office Broadband Essential customer we will provide you with Post Office SafeGuard (including parental controls) - an online tool which can be managed via the SafeGuard configuration page on the Online Service portal (which allows you to check your account details and bills on a secure page using a unique user identification and password). If you are a Post Office Broadband Premium, Post Office Unlimited Fibre Broadband or Post Office Unlimited Fibre Broadband Plus customer, we will provide you with Post Office SafeGuard (including parental controls) and Post Office Internet Security Software. You will need to download the Post Office Internet Security Software from the Online Service portal and install it on your PC. Our Post Office Internet Security Software will only work with compatible devices. Please call our Customer Services for a list of compatible devices. If you use the Post Office Internet Security Software, you will need to agree to additional terms and conditions as part of the installation process.

You must inform us if you believe any unauthorised person knows your user identification details and/or password. If we have any reason to believe that there is, or is likely to be, a breach of security (such as where you tell us that an unauthorised person may have access to your password), we may suspend access to Post Office Broadband by means of your user identification details and password. If we do this we will try to minimise any disruption to you, and may provide you with alternative user identification details and passwords.

30. Required Equipment

You will not be able to use the Post Office HomePhone Service unless you have a functioning telephone, or another device which allows you to use the Post Office HomePhone Service. We do not provide you with this equipment and we are not responsible for any equipment you may use.

You must not connect any equipment to the Post Office HomePhone Service which does not carry the European Consumer Equipment Standards "CE" mark, or that may harm the network or any other customer's equipment. Any equipment used with Post Office HomePhone must be connected and used in accordance with its instructions and any applicable safety and security procedures.

You must only connect equipment to the Post Office HomePhone Service by using either a standard telephone socket or a connection point approved by our suppliers.

To take advantage of our Call Line Identity service (which displays the number of the line from which

incoming calls are being made) you will need compatible equipment.

To use Post Office Broadband, you will need a functioning device and software enabling you to access the internet from that computer. We do not provide you with this device or software and we are not responsible for any such device or software that you may use.

We will provide you with a wireless router for Post Office Broadband, along with cables and other associated equipment such as microfilters and a power supply ("**Equipment**") which you will need to access the Post Office Broadband Service. The Equipment is part of the Post Office Broadband Service and you can use it free of charge for as long as you subscribe to Post Office HomePhone with Broadband. However, the Equipment remains our property (or the property of our licensors) at all times. You agree to take reasonable care of the Equipment and use it only for the Post Office Broadband Service and in accordance with the instructions.

You must connect the Equipment to Post Office Broadband using your Post Office HomePhone line and also in accordance with any instructions which we or any of our suppliers (from time to time) give you.

The Equipment is sufficient for the vast majority of customers to use Post Office Broadband. However, it is possible that you might want or need extra equipment to that which we provide (for example, if your computer is not compatible with the Equipment, or you want to use longer cables). You are responsible for obtaining any extra equipment you want or need. If you use equipment in connection with the Post Office Broadband Service which is not supplied by us, you do so at your own risk, and our Customer Services team may not be able to provide support for that equipment.

If you or we cancel Post Office Broadband, we may require you to return the Equipment to us in good working order.

If we ask you to do this and you do not return it or any part of it within 30 days of the Agreement ending, then in some circumstances we will charge you for a fee for the unreturned Equipment, as set out in the Price List.

Please contact our Customer Services if the Equipment develops a fault while you are still a Post Office HomePhone with Broadband customer. You agree to give our Customer Services representatives any help they reasonably ask for to help them solve the fault. If you have given us all the help we reasonably ask for, and our Customer Services cannot resolve the issue and we decide that the Equipment is faulty, we will replace the faulty Equipment free of charge. If we do this, you will need to return the faulty Equipment to us. Please see section 32 (Returns procedure) for the returns procedure.

31. Purchasing additional equipment from us

You may be able to purchase additional equipment from us to use with the Post Office Broadband Service. If you wish to do this, please contact our Customer Services. If you purchase any additional equipment from us, section 10 (What rights and remedies will you have against us?) will apply. You may also have to agree to separate terms and conditions with the manufacturer of the equipment.

32. Returns procedure

You must comply with the instructions we give you when returning Equipment. If you are in any doubt about what to do, you should contact our Customer Services.

We will send you pre-paid packaging for you to return Equipment. If you do not return all of the Equipment which we have asked for in that packaging, you must pay the cost of returning additional Equipment to us.

We may charge you for any Equipment that is not returned or for any damage not caused by normal wear and tear. In particular, if we send you replacement Equipment free of charge, you must pay the full price of that Equipment if you do not return the faulty Equipment to us within 30 days of our request. We may deduct all or part of that cost from any advance payments you have made or add the costs to a future bill.

33. Your rights to cancel

33.1 Before the Service starts

You may cancel Post Office HomePhone with Broadband and obtain a full refund of any money you have paid by contacting our Customer Services any time until the Service starts (or, if Post Office HomePhone starts before Post Office Broadband, at any time until the earlier of them starts). By "starts", we mean the phone line becoming active so that you can make and receive phone calls, and/or your broadband connection becoming active to allow you to access the internet (whichever occurs first). However, please note that if you contact us to cancel Post Office HomePhone with Broadband at any time after 4pm on the Working Day before the Service is due to start, we may be unable to stop your phone and/or broadband services transferring to Post Office HomePhone with Broadband. This is for technical reasons relating to the disconnection and reconnection of your telephone line and broadband. In these circumstances, it is up to you to arrange an alternative supplier and you accept that if you cancel in these circumstances you may be without a working telephone line and/or broadband service until such time as another supplier can commence supply. You may also have to pay for any New Line Provision you have received, in accordance with Section 39 (New Line Provision – Your rights to cancel). **If you cancel in this way we will refund any Charges you have paid in advance relating to Post Office HomePhone with Broadband except for any costs relating to any New Line**

Provision which we are entitled to recover under Part 4 (New Line Provision).

33.2 After the Service starts

After the Service starts, you may cancel Post Office HomePhone with Broadband at any time up to 14 calendar days from the day after your Order Form is completed in accordance with section 5 (the "Cooling Off Period") including where your Agreement has a Minimum Term.

To cancel this Agreement during the Cooling Off Period you must notify us of your decision using the cancellation form available at: postoffice.co.uk/telecoms or by contacting our Customer Services.

If you cancel in this way, you will still have to pay for any calls you have made and call features you have received during this period. We will refund Charges relating to Post Office HomePhone with Broadband which you have paid in advance for the period after your chosen cancellation date.

After the Cooling Off Period, you may not cancel Post Office HomePhone with Broadband within the Minimum Term unless you pay us the early termination Charge, as set out in the Price List. If we have supplied New Line Provision within six months before the date of cancellation, we may also charge you a cancellation fee in respect of the New Line Provision as set out at section 39 (Your rights to cancel).

After the Minimum Term has expired you may cancel Post Office HomePhone with Broadband at any time after by telling our Customer Services at least 15 days in advance. If you do this, we will refund any Charges relating to Post Office HomePhone with Broadband which you have paid in advance for the period after the end of that 15 day period.

Any payments made under the Line Rental Saver option are non-refundable except where the Service is cancelled during the Cooling Off Period.

33.3 Where we make changes disadvantageous to you

If we tell you that we are going to change the Post Office HomePhone with Broadband Service, the Post Office HomePhone with Broadband Charges, the terms of Part 1 (General) or Part 3 (Post Office HomePhone with Broadband) of these Terms and Conditions or the Fair Use Policy in a way which causes you significant disadvantage then you may cancel Post Office HomePhone with Broadband by contacting our Customer Services.

If you cancel in this way, we will refund any Charges relating to Post Office HomePhone with Broadband which you have paid in advance for the period starting 30 days after we tell you that we are going to change the Post Office HomePhone with Broadband Service, the Post Office HomePhone with Broadband Charges, Part 1 (General) or Part 3 (Post Office HomePhone with Broadband) of these Terms and Conditions or the Fair Use Policy.

33.4 Your responsibility to arrange transfer

If you cancel Post Office HomePhone with

Broadband, you are responsible for transferring to another phone and broadband provider(s).

Please note that if you cancel Post Office HomePhone with Broadband, you will no longer be entitled to use the IP addresses and security software associated with Post Office HomePhone with Broadband.

34. Disposal of electronic equipment

Electronic equipment contains harmful materials which must be disposed of in a safe and environmentally friendly manner. You may receive a leaflet with further details on how you can help us to do this, including procedures for collection and disposal of any such equipment. Please contact our Customer Services if you have any questions relating to disposal of the equipment.

35. Call barring and restriction of Broadband use

We reserve the right to bar your calls or restrict your access to Post Office Broadband if:

- you fail to pay any bill promptly after we have sent you a reminder;
- there is (or we suspect there is) an unusual amount of activity by you via indirect access (by which you may have access to another service operator's network, for example by using "IA" access codes);
- the number of calls from your line or the destination of calls changes significantly;
- you exceed your Broadband Usage Limit (as set out in the Fair Use Policy);
- you go over any limit that we put on the amount of call Charges you can run up;
- you break the terms of this Agreement; or
- we reasonably think it is necessary, for example, where there is high usage on an account.

We will try to tell you before we bar your calls or limit or restrict your access to Post Office Broadband, but this may not always be possible. If we cannot tell you beforehand, we will tell you as soon as we reasonably can.

We may also bar you from making premium rate calls when you first start to receive the Service. If your use of the Service is affected by call barring, you may ask us to change this by contacting our Customer Services. We will decide whether or not to remove call barring. If we do decide to remove call barring, we may need you to make a payment.

36. Emergency Calls

The Post Office HomePhone Service allows calls to be made to the 999 and 112 emergency services numbers and provides information concerning the location from which a call to the emergency organisations has been made.

You will still be able to make calls to emergency services if we have barred your calls.

You will not be able to make calls to emergency services if your telephone line is unavailable (for example because the telephone network is interrupted by a flood, storm or similar event), or if

Post Office HomePhone with Broadband is cancelled and you do not arrange for a replacement provider.

PART 4 – NEW LINE PROVISION

37. New Line Provision

In certain cases we may need to reactivate a stopped line or install a new telephone line for you to receive Post Office HomePhone or Post Office HomePhone with Broadband. We call this "**New Line Provision**". If a New Line Provision is required we may be able to reactivate the previous number but we cannot guarantee this.

If you need New Line Provision we will tell you the Charges that will apply beforehand, and ask you whether or not you want us to proceed. If we do proceed with New Line Provision, you must pay the Charges described in section 38 (New Line Provision Charges and billing). The Charges for New Line Provision only include one telephone socket, which we may not be able to install in the position or room of your choice.

We may need to call out an engineer to visit you to carry out the New Line Provision. If so, we aim to offer you an appointment within five days of your order, though we cannot guarantee this. If an engineer is required you must ensure you, or a person, aged over 18, that is authorised by you to proceed, are there at the time agreed with our Customer Services and allow the engineer to enter the property. If you are not, we may charge you a call-out fee (see the Price List for details). We will use reasonable efforts to ensure that the engineer's appointment is on your preferred date, although we cannot guarantee this. If an engineer is unable to keep an appointment, we will try to tell you as soon as possible. If you need the consent of your landlord or anyone else for our engineer to enter your property and to install the new line, it is your responsibility to obtain this. By allowing our engineer to enter your property, you promise that you have obtained any consent needed. If you need to cancel an engineer appointment then you must inform us by contacting our Customer Services by 4pm on the Working Day before your appointment or you will be charged a Missed Appointment fee as set out in our Price List.

In some cases we may not be able to carry out New Line Provision at your property. If that is the case, we will refund any advance payment made for the Service and the New Line Provision except for any call-out fee we are entitled to recover under the paragraph above.

38. New Line Provision Charges and billing

If we carry out a New Line Provision, you must pay us the Charges as set out in the Price List. The Charges may vary depending on whether we need to reactivate a stopped line or install a new telephone line.

We may require payment of the Charges for New Line Provision in advance. Alternatively, we may add those Charges to your next bill for the Service.

39. Your rights to cancel

39.1 Before the Service starts

You may cancel the New Line Provision and obtain a full refund of any money you have paid by contacting our Customer Services by 4pm on the Working Day before the New Line Provision takes place.

39.2 After the Service starts

If you cancel the New Line Provision, Post Office HomePhone or Post Office HomePhone with Broadband at any time after 4pm on the Working Day before the New Line provision takes place or after the New Line Provision has been carried out you will still have to pay for the New Line Provision. You can find your rights to cancel Post Office HomePhone in Part 2 (Post Office HomePhone) and your rights to cancel Post Office HomePhone with Broadband in Part 3 (Post Office HomePhone with Broadband).

Date last updated: March 2017

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