



Post Office HomePhone and Post Office Broadband

Terms and Conditions

TERMS AND CONDITIONS APPLICABLE TO ALL HOMEPHONE AND BROADBAND CUSTOMERS

1. Introduction

- 1.1 These terms and conditions apply to all residential customers taking Post Office HomePhone and/or Broadband services from us (the Service). We are Post Office Limited, and we are registered in England and Wales under company number 2154540. Our registered office is at Finsbury Dials, 20 Finsbury Street, London, EC2Y 9AQ. Our VAT registration number is GB172670502.
- 1.2 To contact us, you can call us on 0345 600 3210. Our Customer Services and faults helpline opening hours can be found at www.postoffice.co.uk/broadband-phone. If you call from a Post Office HomePhone landline, your call will be charged at the rate set out in the Price Lists. If you call from another provider's landline or from a mobile phone, your call will be charged at your provider's rates. 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.
- 1.3 In the Terms references to "we", "our", or "us" are to Post Office Limited and references to "you" or "your" means you.
- 1.4 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.
- 1.5 Your Agreement with us starts when we accept your first order for Service from us and ends as set out in section 5 below.
- 1.6 Your agreement with us consists of these Terms and Conditions and any applicable Service terms outlined below:
 - 1.6.1 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**");
 - 1.6.2 The latest lists of our charges for the Service ("**Price Lists**");
 - 1.6.3 Our latest policy setting out how we collect and use your personal information ("**Privacy Policy**");
 - 1.6.4 Our "**Code of Practice**" which outlines information about Premium rate numbers and Non-geographic numbers; and
 - 1.6.5 If you are a Post Office 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 & Acceptable Use Policy**").
 - 1.6.6 Where we offer promotions, there may be additional terms and conditions that apply, which we will tell you about when you order. By taking up the promotion, you will be subject to those additional terms and conditions ("**Promotional Terms**").
 - 1.6.7 You can find our Price Lists on our website at www.postoffice.co.uk/broadband-phone/prices ("**Website**") and our Privacy Policy, Code of Practice, Fair & Acceptable Use Policy and Promotional Terms on our website at www.postoffice.co.uk/broadband-phone-terms ("**Website**") or you can obtain copies by contacting Customer Services.
- 1.7 In the event of any conflict between these Terms and Conditions and any of the other documents referred to above, such other document will have priority over these Terms and Conditions.

2. General Terms

- 2.1 Post Office HomePhone
 - 2.1.1 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 services such as call divert and caller display.

- 2.1.2 You may need New Line Provision before we can provide you with Post Office HomePhone. We will tell you about this before you place your order. Please see section 2.3 for details of the New Line Provision service.
 - 2.1.3 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).
 - 2.1.4 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 Lists.
 - 2.1.5 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.
 - 2.1.6 You may have to pay additional Charges (which will be charged at the rates set out in the Price Lists) for some services you may have received from your old service provider, such as indirect access and other subscriber or premium rate services.
 - 2.1.7 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.
 - 2.1.8 Various other services are available. Charges for and details of these services are set out in the Price Lists.
 - 2.1.9 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.
 - 2.1.10 If you want to change your directory preferences then please contact our Customer Services.
- 2.2 Post Office Broadband
- 2.2.1 When you subscribe to any of the Post Office Broadband packages, you receive the HomePhone and Broadband Service and the terms in section 2.1 apply to the HomePhone part of the Service.
 - 2.2.2 You may need New Line Provision before we can provide you with Post Office Broadband. We will tell you about this before you place your order. Please see section 2.3 for details of the New Line Provision service.
 - 2.2.3 Some Post Office Broadband services may not be available to you, for example if you live in an area not connected to the Post Office network. We will tell you what services are available to you before you place your order. Please refer to the Price Lists for further details of our Broadband services.
 - 2.2.4 Whichever Post Office Broadband package you chose, you will be able to access the internet for a fixed monthly price, subject to any applicable usage limit. You will get free use of the equipment (a wireless router) 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 Lists.
 - 2.2.5 All of our Broadband services are subject to the Fair & Acceptable Use Policy. Some services may have a usage limit which applies, other services have unlimited downloads, subject to the Fair & Acceptable Use Policy and any other terms which apply to the Service. If you exceed the usage limit, you may be charged in accordance with section 10.11 below.

- 2.2.6 You can find details of maximum speeds, security features and the usage limit by checking our Price Lists and Fair & Acceptable Use Policy, our Website, or by contacting Customer Services.
 - 2.2.7 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, or you can use the Online Service portal.
 - 2.2.8 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 to one of our Fibre Broadband packages we will send you a new wireless Fibre router and micro-filters and you will need to return the old Post Office Broadband Equipment. Please see section 7.11 for the returns procedure.
 - 2.2.9 The internet protocol ("IP") address (es) which you use in relation to Post Office Broadband remains the property of our suppliers.
 - 2.2.10 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 & Acceptable Use Policy sets out more detail about this,
- 2.3 New Line Provision
- 2.3.1 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 Broadband. We call this "New Line Provision".
 - 2.3.2 If a New Line Provision is required we may be able to reactivate the previous telephone number but we cannot guarantee this.
 - 2.3.3 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 10 (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.
 - 2.3.4 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 Lists 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.
 - 2.3.5 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 2pm on the Working Day before your appointment or you will be charged a Missed Appointment fee as set out in our Price Lists.
 - 2.3.6 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.

3. Ordering Services from us

- 3.1 When you order a Service from us:
 - 3.1.1 You confirm that you are at least 18 years old;
 - 3.1.2 You confirm that you are either the current telephone/broadband service subscriber or authorised by the subscriber to subscribe to the Service, and to cancel or transfer the telephone/broadband service to which you or the subscriber is currently subscribed.
 - 3.1.3 You confirm that all information that you have supplied is correct.

- 3.1.4 You confirm that you will notify us of any changes to that information by contacting Customer Services, including in writing if required by us.
- 3.1.5 We may ask for proof of identity or address and may carry out credit and identity checks on you.
- 3.2 If you fail to update your information, you may not receive notifications from us about important changes to the Service.
- 3.3 We will try to provide the Service without delay, but we cannot guarantee the exact date that the Service will start or that all parts of the service will start on the same date. We will tell you about any delays as soon as we can.
- 3.4 You may 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, 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.

4. Length of Agreement

- 4.1 Our Agreement with you will begin when the Order Form is completed. The Order Form is completed:
 - 4.1.1 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;
 - 4.1.2 If you order the Service over the internet, at the point at which you click on "Confirm Order"; or
 - 4.1.3 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.
- 4.2 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 please contact Customer Services.
- 4.3 Our Agreement with you will continue until you or we terminate it in accordance with these Terms and Conditions.
- 4.4 Your Agreement may include a minimum period for which you must commit to receive the service (the "**Minimum Term**") subject to your right to cancel in accordance with sections 5.1 and 5.2 below. If you entered into an Agreement pursuant to a promotion, your Agreement will have the Minimum Term set out in the terms and conditions applicable to that promotion ("**Promotional Terms**"); The Minimum Term (if applicable) starts on the date on which we first provide the Service or part of the Service to you, and will be no longer than 24 months.

5. Your right to cancel

- 5.1 Before the Service starts
 - 5.1.1 You may cancel the Service at any time up to 14 calendar days from the day after your Order Form is completed in accordance with section 3 (the "**Cooling Off Period**") including where your Agreement has a Minimum Term.
 - 5.1.2 **To cancel this Agreement during the Cooling Off Period you must notify us of your decision using the cancellation form available at: www.postoffice.co.uk/broadband-phone/terms or by contacting 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 any charges which you have paid in advance for the period after your chosen cancellation date.

- 5.1.3 You may cancel the Service and obtain a full refund of any money you have paid by contacting Customer Services at any time up to 2pm on the Working Day before the Service or part of the Service 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). **If you cancel in this way we will refund any Charges you have paid in advance except for any costs incurred under section 5.1.4. below.**
- 5.1.4 Please note that if you contact us to cancel the Service at any time after 2pm 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 us. This is for technical reasons relating to the disconnection and reconnection of your telephone line and broadband. For New Line Provision, **if you cancel at any time after 2pm on the Working Day before the Provision takes place or after it has taken place, you will still have to pay for the New Line Provision.**
- 5.1.5 If you cancel in accordance with the paragraphs above, it is up to you to arrange an alternative supplier. 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.
- 5.2 After the Service starts:
 - 5.2.1 If your Agreement has a Minimum Term, after the Cooling Off Period, you may not cancel the Service within the Minimum Term unless you pay us the Early Termination Charge, as set out in the Price Lists. The Early Termination Charge will not apply if you cancel as a result of us making a change which is disadvantageous to you. Please see section 5.3 below.
 - 5.2.2 If we have supplied New Line Provision within the six month period before the date of cancellation, we may also charge you a cancellation fee in respect of the New Line Provision as set out in the Price Lists.
 - 5.2.3 After the Minimum Term has expired you may cancel the Service at any time by telling Customer Services at least 15 days in advance. If you do this, we will refund any charges relating to the Service which you have paid in advance for the period after the end of that 15 day period. Please note that any payments made under the Line Rental Saver option are non-refundable except where the Service is cancelled during the Cooling Off Period.
- 5.3 When we make changes disadvantageous to you
 - 5.3.1 If we tell you that we are going to change the Service, the Charges, the terms of these Terms and Conditions or the Fair & Acceptable Use Policy in a way which causes you significant disadvantage then you may cancel the Service by contacting our Customer Services.
 - 5.3.2 Where your Agreement has a Minimum Term and you cancel the Service in this way, then no Early Termination Charge will apply.
 - 5.3.3 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 Charges which you have paid in advance for the period starting 30 days after we tell you that we are going to make the changes.
 - 5.3.4 Please note that if you cancel Post Office Broadband, you will no longer be entitled to use the IP addresses and security software associated with Post Office HomePhone with Broadband
- 5.4 Your responsibility to arrange transfer
 - 5.4.1 If you cancel Post Office HomePhone or Post Office Broadband, 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.
- 6. **What we will both do**
 - 6.1 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.

- 6.2 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 18 (Events beyond our reasonable control).
- 6.3 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.
- 6.4 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 17 (Your Personal Information) and in our Privacy Policy.
- 6.5 You agree not to use the Service (or allow the Service to be used):
 - 6.5.1 In any way which breaks the law;
 - 6.5.2 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;
 - 6.5.3 Which does not comply with our Fair & Acceptable Use Policy; or which damages or may damage our name and/ or reputation or which may bring our name into disrepute;
 - 6.5.4 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;
 - 6.5.5 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
 - 6.5.6 For commercial or business purposes.
- 6.6 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 Service we offer.
- 6.7 You agree that you will not behave in an obscene, threatening, abusive or hateful manner to our Customer Services team.

7. Connection and Equipment

- 7.1 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 and set out in section 2.3) for you to receive the Service.
- 7.2 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.
- 7.3 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.
- 7.4 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.

- 7.5 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 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.
- 7.6 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.
- 7.7 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.
- 7.8 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 a fee for the unreturned Equipment, as set out in the Price Lists.
- 7.9 Please contact our Customer Services if the Equipment develops a fault while you are still a Post Office 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 7.11 (Returns procedure) for how to do this.

7.10 Purchasing additional equipment from us

- 7.10.1 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.
- 7.10.2 If you purchase any additional equipment from us, section 13 (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.

7.11 Returns procedure

- 7.11.1 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.
- 7.11.2 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.
- 7.11.3 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.

8. Security

- 8.1 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 and malware. You must keep any passwords and user identification information secure and confidential.

- 8.2 Post Office Broadband customers may also be provided with online security tools and/or software as part of your Service. Please refer to the Price Lists for further details about this. If you use the Post Office security software, you will need to agree to additional terms and conditions as part of the installation process.
- 8.3 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.

9. Disposal of electronic equipment

- 9.1 Electronic equipment contains harmful materials which must be disposed of in a safe and environmentally friendly manner. Please contact our Customer Services if you have any questions relating to disposal of the equipment.

10. Charges and Billing

- 10.1 You agree to pay us the charges for the Service (“**Charges**”) as set out in the current version of our Price Lists, on time and in the way we have agreed with you. You will normally receive a bill every month, although we reserve the right to send you a bill at any time. **Please note these prices may change from time to time. Charges include VAT.**
- 10.2 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 Customer Services. Some payment methods may incur a charge as set out in our Price Lists. 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.
- 10.3 You agree that you are responsible for the Charges even if your chosen method of payment fails. If you pay by Direct Debit, 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.
- 10.4 If you do not pay by Direct Debit, you may be able to pay the Charges in smaller instalments by using a Post Office Telecoms Budget 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 Telecoms Budget Card.
- 10.5 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.
- 10.6 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, but will not charge you for this. 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 Lists.
- 10.7 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.
- 10.8 We will send you emails and/or paper bills 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 team at any time.

10.9 Call and Broadband Usage Charges

- 10.9.1 You can find all call Charges, and call charging practices in the Price Lists.

- 10.9.2 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.
- 10.9.3 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:
- (a) Ask for advance payment towards call costs; and/or
 - (b) Require that you pay any outstanding Charges immediately; and/or
 - (c) Bar your calls.
- 10.10 You must pay your Broadband and/or line rental Charges, 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.
- 10.11 If you have chosen a Broadband package which limits your usage to a maximum amount, as set out in the Price Lists (the Usage Limit), you must also pay the Charges for any data usage above the Usage Limit, as set out in the Price Lists, in arrears, by the date set out in each bill we send you.
- 10.12 If you need New Line Provision, you must pay us the Charges as set out in the Price Lists. 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.
- 10.13 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 Lists. 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.
- 10.14 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.
- 10.15 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, accessing the internet, 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.
- 10.16 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 Lists for further details.
- 10.17 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.

11. Call Barring and Restriction of HomePhone or Broadband Use

- 11.1 We reserve the right to bar your calls or restrict your access to Post Office Broadband if:
- 11.1.1 You fail to pay any bill promptly after we have sent you a reminder;
 - 11.1.2 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);
 - 11.1.3 The number of calls from your line or the destination of calls changes significantly;
 - 11.1.4 You exceed your Broadband Usage Limit (as set out in the Fair & Acceptable Use Policy);
 - 11.1.5 You go over any limit that we put on the amount of call Charges you can run up;

- 11.1.6 You break the terms of this Agreement; or
- 11.1.7 We reasonably think it is necessary, for example, where there is high usage on an account.
- 11.2 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.
- 11.3 We may also bar you from making premium rate calls when you first start to receive the Service.
- 11.4 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.

11.5 Emergency Calls

- 11.5.1 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.
- 11.5.2 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 Broadband is cancelled and you do not arrange for a replacement provider.

12. Our Right to cancel suspend or restrict the Service

- 12.1 Without fault by you
 - 12.1.1 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.
 - 12.1.2 If you are a Post Office Broadband customer, we may cancel the Service immediately if we are not able to provide the HomePhone part of the Service to you. If we are unable to provide 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 or Broadband Connect. If so, we will ask you if you want us to provide you with Post Office HomePhone or Broadband Connect only.
 - 12.1.3 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.
 - 12.1.4 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.
- 12.2 Where you are at fault
 - 12.2.1 We may cancel the Service (or any part of it) immediately if:
 - (a) You fail to pay any bill promptly after we have sent you a reminder;
 - (b) You breach a material term of this Agreement, being sections 6 (What we will both do) and 10 (Charges and Billing) or otherwise in accordance with section 10.15;
 - (c) We find you have given us false information or acted fraudulently;
 - (d) 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.

12.2.2 If we cancel your Service for any of the reasons at section 12.2.1 during the Minimum Term, you must pay us the Early Termination Charge, as set out in the Price Lists.

12.3 Our rights to suspend

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

- (a) We need to, or any network operator or service provider needs to, carry out repairs, maintenance or introduce new aspects to the Service;
- (b) We are told to do so by the Government, the emergency services or any other lawful authority;
- (c) You breach a material term of these Terms and Conditions (as described in section 12.2.1 (Our rights to cancel where you are at fault));
- (d) We exercise our right to do so in accordance with section 10.15 where you fail to pay the Charges due to us;
- (e) An agreement between us and a wholesale supplier is terminated or expires;
- (f) 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.

12.3.2 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 part of it or proceed with the New Line Provision (as applicable) as soon as possible.

12.4 What happens if the Service is suspended or cancelled?

12.4.1 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.

12.4.2 If you subscribe to Post Office 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.

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

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

13.1 We do not exclude or limit our liability for fraud or for death or personal injury resulting from our negligence.

13.2 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.

13.3 Except as set out in sections 13.1 and 13.2, we limit our liability to you under this Agreement to a maximum of £5,000 for any one incident or series of related incidents.

13.4 Except as set out in section 13.3, 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:

13.4.1 Any use of the Service in breach of this Agreement (including any use of the Service for commercial or business purposes);

- 13.4.2 Any alterations made to the Service or any equipment by anyone other than us;
- 13.4.3 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;
- 13.4.4 Any use of the Equipment for any purpose other than in connection with the Service;
- 13.4.5 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
- 13.4.6 Our cancellation or suspension of the Service in accordance with these Terms and Conditions except as set out in section 12.4 (What happens if the Service is suspended or cancelled?).

14. Moving home

- 14.1 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.
- 14.2 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 Lists.
- 14.3 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 the Service 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.
- 14.4 If you cancel your Service because you are moving home, your rights to cancel in accordance with section 5 will apply. However if you move your existing Service or if you amend your Service (e.g. Fibre Broadband downgraded to Broadband) 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.
- 14.5 If we cannot switch all of the Service to your new home, but we can switch part of it, e.g. Post Office HomePhone, we may at our discretion offer to transfer your Service to that part or the nearest most suitable Service available. For example if Fibre Broadband is unavailable we may offer to transfer you to Broadband. We will ask you if you agree to this alternative before proceeding. If you agree to this transfer, the Charges you must then pay will be those applicable to the Service you have agreed to transfer to.
- 14.6 If we cancel all of your Service, or transfer you to the nearest most suitable alternative, because we cannot supply part of the Service, 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 telephone line).
- 14.7 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.
- 14.8 If you need New Line Provision to receive the Service at your new address, section 2.3 (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.

15. Support and maintenance services

- 15.1 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.
- 15.2 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.

- 15.3 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 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 them to enter the property. If you do not, we may charge you a call-out fee (see the Price Lists for details).
- 15.4 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.
- 15.5 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 agree that you have obtained any consent needed.
- 15.6 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 Lists for applicable Charges.

16. Changes to this Agreement

- 16.1 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.
- 16.2 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.
- 16.3 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 section 5.3 "When we make changes disadvantageous to you".

17. Your Personal Information

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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 will be viewable by other organisations (whether or not your order proceeds or the Service is cancelled).
- 17.5 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.

- 17.6 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.
- 17.7 We may send information we collect to debt recovery agencies if you do not pay your bills, in accordance with section 10.15.
- 17.8 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.

18. Events beyond our control

- 18.1 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.
- 18.2 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 12.4 (What happens if the Service is suspended or cancelled?).

19. Complaints and Dispute Resolution

- 19.1 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 19.2 below
- 19.2 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.
- 19.3 We are a registered member of the Ombudsman Service, which deals with complaints relating to the Post Office HomePhone and Post Office 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 www.ombudsmanservices.org or by calling them on 0330 440 1614.

20. Other matters

- 20.1 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.
- 20.2 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.
- 20.3 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.

Post Office is able to supply customers with these Terms and Conditions, free of charge, in an alternative format for people who are visually impaired. To obtain a copy call the Post Office helpline on **03457 22 33 44** or Textphone **03457 22 33 55**. Quote **PL3188**. Calls via **Text Relay** are also welcome.

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