

## Broadband Terms & Conditions

### **1. Introduction**

1.1 We are Trunk Networks Limited. Our company information is at the end of this document.

### **2. Some definitions**

2.1 Here are some definitions which are used in this document (all capitalised):

- a) “Content” - all information of whatever kind sent, received or stored via our Service.
- b) “our Equipment” – the equipment we supply you in connection with our Service such as a router.
- d) “Service(s)” – our broadband service, and any other services we offer.
- e) “User” – anyone using our Service.

### **3. What this is all about – introduction to our terms and conditions**

3.1 These are our terms and conditions which apply to our Service. We’ve tried to make them user-friendly. Please read them carefully and save a copy as we don’t file a copy specifically for the transaction with you. They’re available in English only.

### **4. Changing our terms and conditions**

4.1 We may change these terms and conditions by giving you at least 30 days’ notice by email. If the changes may cause you “material detriment”, for example a significant reduction in usage allowance, we will give you the option to exit from this contract without penalty during the notice period.

### **5. How you order - and forming a contract with us**

5.1 Your order is an offer to enter a legal contract with us.

5.2 You place your order by using the ordering process on our site. This involves sending your order to us by clicking on the “Pay Now” or equivalent button. You can check and amend any errors before making an order by using the change function and/or the internet browser back button.

5.3 We accept your offer and there is a binding legal contract when we send you a confirmation email.

### **6. Right to cancel (“cooling off”)**

6.1 You have the right to cancel this contract within 14 days. Please see the instructions at the end of this document.

### **7. Who can use our Service?**

7.1 Our Service is intended for residential and business use.

## **8. Our Equipment**

8.1 Our Equipment remains our property.

8.2 When using our Equipment, you agree:

- a) to follow the manufacturer instructions and any other reasonable instructions we provide;
- b) to take reasonable care of the Equipment;
- c) to keep the Equipment in your business or home and within your control (e.g. don't lend it to anyone else);
- d) to insure it against loss or damage for its full replacement value; and
- e) not to tamper or interfere with it.

8.3 You agree that you are responsible for any loss or damage to the Equipment except to the extent that we are at fault. You also agree to tell us immediately if there is any loss or damage to the Equipment. If it is lost or damaged, we are entitled to charge you for the cost of replacing it in accordance with the price stated on our website.

8.4 Unless we say otherwise in this agreement or on our website or in a written communication to you, our Equipment must be returned to us in a reasonable condition (excluding fair wear and tear) when the contract ends or if you cancel the contract under your cooling off rights or if you decide to stop using the relevant Service or if you accept an offer by us to supply upgraded Equipment. We will arrange to collect the Equipment at our expense or (if we choose) we will pay you the cost of sending the Equipment back to us. If you do not provide reasonable cooperation in returning the Equipment or it is not in reasonable condition when we get it, we are entitled to charge you in accordance with the price list on our website for the cost of replacing it and/or recovering it from you. If we do not require return of the Equipment, you are responsible for disposing of it responsibly.

## **9. If you use your own equipment**

9.1 We do not guarantee that our Services will work on equipment that is substituted for our Equipment (such as your own router) or which you use in addition to our Equipment (such as a phone). We are not responsible for loss or damage arising from use of your equipment in connection with our Services.

## **10. Acceptable use of our Service**

10.1 You agree not to do any of the following in connection with the Service:

- a) break any applicable law, regulation or code of conduct;
- b) send, receive or store any Content, or otherwise behave in a manner, which:

- is unlawful, defamatory, threatening, harassing, invasive of privacy, offensive, vulgar, racist, hateful, discriminatory, obscene, pornographic, sexually suggestive, promoting of self-harm, misleading, abusive or deceptive;
- infringes any intellectual property or other rights of others;
- involves phishing or scamming or similar; or
- we otherwise reasonably consider to be inappropriate;
- c) use the Service to provide a similar service to third parties or otherwise with a view to competing with us;
- d) use the Service for junk mail, spam, pyramid or similar or fraudulent schemes;
- e) do anything which may have the effect of disrupting the Service including denial of service attacks, worms, viruses, software bombs or mass mailings;
- f) do anything which may negatively affect other Users' enjoyment of the Service;
- g) gain unauthorised access to any part of the Service or equipment used to provide the Service;
- h) intercept or modify communications to or from the Service;
- i) circumvent any security or other features of the Service; or
- j) attempt, encourage or assist any of the above.

## 10.2 You agree to:

- a) comply with any rules or requirements on our Service;
- b) promptly comply with any reasonable request or instruction by us in connection with the Service; and
- c) ensure that any contact or other information which you supply to us is accurate and not misleading and you will tell us if there are any important changes.

10.3 We reserve the right without notice or refund to reject, suspend, alter, remove or delete Content or to disclose to the police or other relevant authorities or to a complainant any Content or behaviour if it is the subject of complaint or where we have reason to believe that it breaches our terms and conditions, or that such steps are necessary to protect us or others, or that a criminal offence may have been committed, or where required by law or where requested by the police or other appropriate authorities, or if we consider that Content does not meet our quality standards. If so, you must not attempt to re-publish or re-send the relevant Content.

## 11. Your account

11.1 Your account is non-transferable. You agree not to allow any other person to use your account except family members in your home or business colleagues at work. You agree to take reasonable care to keep your login information confidential and to notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a

password. You are responsible for use of the Service by authorised users in your home or business and (unless and to the extent that we are at fault) for other people who use your account or identity.

## **12. Payment**

12.1 You agree to pay the fees for our Service in accordance with the price list on our website. Payment is monthly in advance. After the initial minimum period is over, the monthly charge will be the same amount you were paying just before the minimum period ended. (See below under “How long the contract lasts...” for more information about the length of the contract and how to end it.)

12.2 You authorise us and our payment provider to charge your payment card or bank account for the relevant amounts when payments are due in accordance with this agreement.

12.3 We may at any time change our prices by giving you at least 30 days’ notice by email. We will give you the option to exit from this contract without penalty during the notice period. If you don’t, the new rate will apply from the end of the notice period.

12.4 You must contact us immediately with full details if you dispute any payment.

## **13. Support**

13.1 The Services include support only to the extent specifically provided for within the Services and by the contact methods specifically provided for. We do not guarantee that any specified response times or particular outcome will be achieved.

13.2 Unless otherwise stated, support services are intended only to address configuration and proper use of, or any errors or interruptions arising from, the Service and are only available during normal business hours in England.

13.3 We will not provide support:

- a) for issues relating to any equipment not supplied by us or which are external to the Services; or
- b) if any fees due to us are unpaid.

## **14. Functioning of our Service**

14.1 We do not guarantee that the Service will be uninterrupted or error-free. We are entitled, without notice and without liability (a) to suspend the Service for repair, maintenance, improvement or other technical reason and (b) to make changes to the Service so long as these don’t have a seriously adverse effect on the Service.

14.2 You acknowledge that technology is not always secure and you accept the risks inherent in use of the Internet or other technology for the purpose of the Service.

### **15. How long the contract lasts; and ending/suspending it**

15.1 This contract lasts initially for the minimum period you signed up to (e.g., 12, 18, 24 months).

15.2 After the minimum period is over, the contract continues until you or we end it by giving at least 30 days' notice by email to the other, which notice can take effect at any time after the end of the minimum period.

15.3 You can end the contract before the end of the minimum period by giving us email notice but if so you agree to pay us an "early termination charge" consisting of the total payments left on the contract for the rest of the minimum period less any costs we save by no longer having to supply the Service. This charge does not apply if you exercise your "cooling off" rights to cancel the contract as explained above.

15.4 We are entitled to end this contract immediately or suspend part or all of our Service or impose restrictions on our Service if:

- a) you become insolvent or bankrupt;
- b) you break the contract;
- c) any fees payable by you are unpaid or unjustifiably charged back;
- d) acting reasonably, we think that it is necessary to protect us or others;
- e) we are required to do so by applicable law or regulation or to comply with an order, instruction or request from a competent authority; or
- f) you or anyone on your behalf acts inappropriately towards our staff.

15.5 If we suspend our Service, you remain responsible to pay for Services during the period of suspension if you were at fault. We are entitled to make resumption of suspended Services subject to reasonable conditions including payment of a reasonable reconnection fee.

15.6 We may end this contract immediately by giving you email notice if in our reasonable opinion it is necessary to do so for security, technical or operational reasons.

15.7 If this contract ends:

- a) Your right to use our Service and all licences are terminated.
- b) We will deactivate our Equipment and Service.
- c) You must provide reasonable cooperation in returning the Equipment where we require it. (See under "Our Equipment" above.)
- d) Existing rights and liabilities are unaffected.
- e) All clauses in this contract which are stated or intended to continue after termination will continue to apply.

- f) You must not attempt to re-register for or continue to use our Service if we have given you notice of termination.

## 16. Restrictions on our legal responsibility – very important

16.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents, who have the right to enforce this agreement.

16.2 We shall not be liable for any loss or damage where:

- a) there is no breach of a legal duty owed to you by us;
- b) such loss or damage was not reasonably foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
- c) (and to the extent that) such loss or damage is your fault, for example by not complying with this agreement; or
- d) such loss or damage relates to a business of yours.
- d) such loss or damage relates to a business of yours.

16.3 You will be liable for any reasonably foreseeable loss or damage we suffer including claims made by other people arising from your breach of this agreement or misuse of our Service (subject of course to our obligation to mitigate any losses).

## 17. Intellectual property rights

17.1 The intellectual property rights in all software or other material used on or in connection with our Service are owned by us or by our partners or suppliers. You may only use such material so far as reasonably necessary to use our Services.

## 18. Privacy

18.1 You acknowledge and agree that we may process your personal information in accordance with the terms of our <https://www.trunknetworks.com/privacy-policy.php> which is subject to change from time to time.

## 19. Events outside our control

19.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures and epidemics/pandemics.

## 20. Transfer

20.1 We may transfer all or part of our rights or duties under this agreement provided we take reasonable steps to ensure that your rights under this agreement are not prejudiced. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

## **21. English law**

21.1 This contract is under English law and any disputes will be decided only by the courts of the United Kingdom.

## **22. General but important stuff**

22.1 We may send all notices under this agreement by email to the most recent email address you have supplied to us. You can send notices to our email address shown below. Headings used in this agreement are for information and not binding. If either of us overlooks any breach of this agreement by the other, it can still be actioned later. If any part of this agreement is ineffective or unenforceable for any reason, the rest of the agreement shall continue to apply. A person who is not a party to this agreement shall have no rights to enforce this agreement except insofar as stated otherwise. The parties are independent contractors and, except as otherwise specifically stated above, nothing in this agreement make any party as agent, employee or representative of the other.

## **23. Complaints**

23.1 If you have any complaints, please contact us via the contact details shown below.

## **24. Company information**

24.1 Company name: Trunk Networks Limited

24.2 Country of incorporation: Scotland

24.3 Registered number: SC351063

24.4 Registered office: Lion House, Bell Lane, Uckfield TN22 1QL

24.5 Main trading address: Lion House, Bell Lane, Uckfield TN22 1QL

24.6 Contact email address: info@trunknetworks.com

24.7 Other contact information: See our website.

## **RIGHT TO CANCEL (“COOLING OFF”)**

### **Right to cancel**

1. You have the right to cancel this contract within 14 days from when the contract is formed (i.e. when we sent the confirmation email after your order and not from when the connection goes live) without giving any reason.

2. The cancellation period will expire after 14 days from the day of the conclusion of the contract.

3. To exercise the right to cancel, you must inform us Trunk Networks Limited, Lion House, Bell Lane, Uckfield TN22 1QL, UK (email address above) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **Effects of cancellation**

5. If you cancel this contract, you must provide reasonable cooperation in returning our Equipment to us (see under “Our Equipment” above).

6. If you cancel this contract, we will reimburse to you all payments received from you.

7. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

8. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

9. If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract in comparison with the full coverage of the contract.