

Terms and Conditions for Business Customers

Do you need extra help?

If you would like this document in another format (for example: paper, email, audio, large print or braille) please contact on 01482 247 365, or email us at customerexperience@quickline.co.uk or write to us at Quickline Communications, The Mill House, Albion Mills, Albion Lane, Willerby HU10 6DN.

Our terms and conditions

1 Introduction

- 1.1 Your Agreement is with Quickline Communications Limited, registered in England under number 5034183. It is made up of these **Terms and Conditions**, your **Contract Summary** and the **Standard Charges Policy** www.quickline.co.uk/policies. We will send the **Terms and Conditions** and your **Contract Summary** to you by post or email.
- 1.2 You should also look at our **Privacy and Cookies Policy** on how we use your personal information, our **Acceptable Use Policy** and our **Complaints Policy**, which can all be located here: www.quickline.co.uk/policies, which also make up your Agreement.

2 Joining Us

- 2.1 **Placing an Order.** When you wish to join us, we will agree certain things with you and set them out in a **Contract Summary** which we will send to you. The **Contract Summary** will include important details such as: (a) your selected services and how much these will cost per month; (b) the minimum period you have to stay with us; and (c) any upfront charges that may be applicable. If you are happy with the **Contract Summary** you may then place an order for broadband services on our website or through one of our sales agents. We will confirm to you as soon as possible whether or not we can accept your order. If we are able to accept your order then we will confirm the date the service will be provided which will also be sent to you in an **Order Confirmation**.
- 2.2 **Term.** The Agreement will last for the minimum period set out in your Contract Summary. After the minimum period, the Agreement will continue on the then current standard monthly charges until either of us notifies the other to say it will end. The Agreement will end one month after the date of the notification. If you request a change to the services during the minimum period, your charges may change and a new minimum term may apply, which we will confirm to you in writing.

3 Charges, Invoices and Payment

- 3.1 **Charges.** Your **Contract Summary** will set out your monthly recurring charge for the services which shall apply for the minimum period, together with any one-off charges which may be applicable in order to supply the services. The **Standard Charges Policy** also sets out some other one-off charges which may be applicable during the term of the Agreement.
- 3.2 **Third Party Charges.** The services may enable you to access third party content and services (some of which may require you to accept additional terms and which may be subject to additional fees e.g. a subscription you may have to access an organisation's TV streaming service), and you agree that you (and not us) are responsible for paying any charges from such other organisations while using the services.
- 3.3 **Invoices and Payment.** Invoices for monthly payments will be issued monthly in advance and will be made available to you in the customer portal and/or sent to you by email. Our invoices are exclusive of VAT. Your first monthly invoice will also include any one-off charges applicable to the provision of services, as set out in your **Contract Summary**. We may add any other charges (for example, where you go over your usage limit) over the term of the Agreement to any subsequent

invoice. You must make all payments to us by direct debit or credit card approved by us within 14 days of receiving your invoice.

- 3.4 **Late Payment.** If you are late paying any of our charges then we may charge you a late payment fee as detailed in the **Standard Charges Policy** plus the reasonable costs of debt recovery proceedings we incur to recover any charges.
- 3.5 **Invoice Disputes.** If you think any element of an invoice we have sent you is wrong, please let us know within 7 days of receiving the invoice by contacting customer services on 01482 247365 or by emailing us at customerexperience@quickline.co.uk. You should include details of why you think the invoice is wrong. We will suspend any late payment fees in respect of the charges you have disputed for so long as it takes to resolve the dispute, provided you pay any non-disputed elements of the invoice by the due date. Within 30 days of resolution of an invoice dispute, we shall issue you a credit or you shall make a payment (as appropriate).

4 Installation

- 4.1 **Standard Installation.** If you don't already have working Quickline services in the premises, we will arrange an installation so you can connect to our network. We will confirm your installation date prior to installation. Installation is free of charge unless a non-standard installation is required. If you already have working Quickline services in the premises, we may not need to arrange an installation. However, we will still have to undertake work to activate your connection and the **Activation Charge** specified in our **Standard Charges Policy** will apply. We will confirm the activation date and time and any applicable **Activation Charge** in your **Contract Summary**.
- 4.2 **Non-Standard Installation Charges.** If any non-standard work is required to install the services at your premises, non-standard installation charges may apply. We may need to carry out a survey in order to assess the amount of work required. We will discuss the non-standard installation charges with you before the installation commences. If you agree to go ahead with the non-standard installation, the non-standard installation charges will be confirmed to you in your **Contract Summary** and will be taken as party of your first monthly payment.
- 4.3 **Gigabit Voucher Scheme.** We will confirm if the installation of your services is eligible for funding via the BDUK Gigabit Voucher Scheme. We will apply to the scheme for you after we have sent you your **Order Confirmation**. If you comply with the steps set out below, the BDUK Gigabit Voucher Scheme will cover the cost of the installation of your services. If you do not comply with the following steps, the installation charges will remain payable by you:
1. Step One – you need to perform a speed test on your current service; we can email or call you to talk you through this.
 2. Step Two – You will receive an email from the 'Gigabit Broadband Voucher Scheme' asking you to confirm you have agreed to take a service from us. You must follow the steps in this email and provide your confirmation.
 3. Step Three – Once installed, you will receive a final email from the 'Gigabit Broadband Voucher Scheme' asking you to confirm that the services are live. You need to provide confirmation by following the instructions in the email.
- 4.4 **Contact details.** Our installation team may contact your nominated representative using the telephone number provided when you placed your order.
- 4.5 **Risk Assessment.** We will use reasonable endeavours to achieve the installation at the premises at the arranged time. Before any installation, we need to carry out a risk assessment. If we discover that it's not possible to carry out the installation for safety reasons, or due to complexity, lack of materials or otherwise, we'll let you know and agree an alternative installation date with you.

5 Access to your property for Installation and/or Maintenance

- 5.1 **Access.** You confirm that you are the current occupier of the premises and are either the freeholder or a tenant under a lease with legally binding permission from the owner for us to install or maintain our equipment and provide the services. Unless you tell us in writing that you do not have such authority, you hereby agree to give us access to the premises together with all necessary permissions to carry out work at your premises and connect, maintain, change, replace, inspect, or remove equipment and to supply the services. A person over the age of 18 must let us into the premises and provide access to areas we reasonably require to complete an installation and connect you to and maintain our Network, or carry out any maintenance, and be able to authorise any works that we carry out.
- 5.2 **Rescheduled Visits.** If you're unable to provide us with such access or permissions, we will try to reschedule the visit but, unless you have provided us 48 hours' notice to reschedule prior to an arranged visit, a **Visit Charge** as detailed in our **Standard Charges Policy** may be applied.
- 5.3 **Your Co-operation.** You agree to cooperate with us as reasonably required to connect you to our network, make the services available to you and carry out any maintenance. We will aim to cause as little disturbance as reasonably possible when carrying out any work.
- 5.4 **Wayleaves, Consents and Permissions.** We are unable to install our equipment and provide our services until we have all the necessary consents and permissions we need to do so. If we have to cross land or install, maintain and operate our equipment at your premises, you hereby provide us with consent to do so (and you shall use best endeavours to obtain any such consent from another person if it is required). Before we install our equipment and provide the services, you will provide us with any additional consents, an agreement which gives us a right to install, maintain and operate our equipment over someone's land in a form suitable to us, if such agreement is reasonably required. If you can't provide us with the necessary consents and permissions we reasonably require under this clause 5.4 within 6 months of the **Order Confirmation**, either you or we may end the Agreement. Where you end the Agreement with us in such circumstances, we may charge you for the reasonable costs we have incurred.

6 Our Equipment

- 6.1 **Delivery of Equipment.** If Quickline services are already installed at the premises prior to you placing your order, we will send you a router and any necessary equipment to perform the services, together with instructions to help you set it up and details of how we will activate the services.
- 6.2 **Title to the Equipment.** Except for any equipment that you purchase from us, all equipment we provide to you or which is installed at the premises remains our property at all times and must be kept at the premises.
- 6.3 **Your Responsibility for Equipment.** You agree to take good care of any equipment we provide to you as part of the services and you must ensure that none of our equipment is sold or transferred to anyone else. You must promptly provide us with any information which we ask for about the location of our equipment. You agree not to (and shall procure that your employees, agents, representatives and contractors do not) damage or interfere with any equipment or prevent the use of or easy access to it.
- 6.4 **Repair of Faulty Equipment.** If any of the equipment is faulty, please let us know. We will collect and repair or replace any faulty equipment we provide to you free of charge unless clause you are responsible for the faulty equipment in which case clause 13.3 shall apply.
- 6.5 **Returning Equipment.** When this Agreement ends for any reason, you must return to us any equipment (other than network equipment such as fibreoptic cables and ducts) we supplied to you to connect you to the services, except equipment that you purchased from us. Please call customer services on 01482 247 365 or email us at customerexperience@quickline.co.uk to arrange return. You must do this within 14 days of telling us you wish to end the Agreement. If you do not return the

equipment within 30 days of the end of the Agreement, we may charge for the equipment at the rates set out in our **Standard Charges Policy**.

7 Broadband Speeds

7.1 Network Average Speed. Our network bandwidth guarantee is set out in our Network Standards Policy located here: [Policies - Quickline Communications Limited](#). The actual speed and performance of your services will depend on various factors, some of which are outside of our control. Using wi-fi enabled devices makes it easier to access the services across devices but will mean a slower service speed than if you were using an ethernet cable. This is due to the limitations of using wi-fi technology.

8 Changing the Agreement, Charges and Services

8.1 Changes to the Agreement. We may vary the terms of this Agreement at any time for one or more of the following reasons, to:

- (a) respond proportionately changes in any relevant laws or regulation;
- (b) comply with any requirement placed on us by a court, competent authority, regulatory body, or ombudsman;
- (c) reflect changes in statements or codes of practice relevant to the services; or
- (d) reflect changes to our services, or the way we provide the services, including the equipment and changes in technology we use.

8.2 Changes to Charges. We have a right to vary the monthly recurring charges at any time, if it is reasonable to do so, for any one or more of the following reasons:

- (a) to respond to changes in any relevant laws or regulations applicable to us or the services;
- (b) to respond to any decision of a court, competent authority, regulatory body or ombudsman;
- (c) to provide you with a new service following retirement of an existing service range;
- (d) to reflect the introduction of a new service or services, features or benefits, including enhancements and upgrades to the services, our facilities and equipment we use to provide the services; and
- (e) to respond to changes in the costs to us of providing the services to you and the equipment and facilities we provide in connection with the services, including changes in technology we use, (for example increases in the operating costs of our network, or if other businesses or suppliers we buy our services and equipment from, increase their prices).

8.3 If you are a business for which not more than 10 individuals work (as employees or volunteers or otherwise), then in accordance with Ofcom regulations, if a change we make under clauses 8.2(c), 8.2(d) or 8.2(e) is materially detrimental to you, we will provide you with at least one month's written notice and you can contact us to end the Agreement. You must notify us that you want to end the Agreement within the 2 months after we notified you of the change. You will not have to pay any early termination charges but you will need to pay for your services provided until the date on which the services end.

8.4 If a change we make is not materially detrimental to you, or it is to your advantage, we can make the change without notice to you, and the new charges will be shown on our website and/or as otherwise communicated to you.

8.5 For the purposes of clauses 8.3 and 8.4, an increase to your overall monthly invoice of more than 10% (excluding any annual increase under clause 8.6) in a 12 month period, shall amount to a

material detriment. You shall not be entitled to any compensation as a result of exercising your rights under this clause.

8.6 **Changes to the Services.** From time to time, we may make minor changes to our services for one or more of the following reasons, without notice:

- (a) to respond to a change to a law or regulation or responsibility that applies to us;
- (b) to introduce new services, features or equipment;
- (c) to change the way we provide our services or to change our equipment (including changes in technology we use);
- (d) to implement technical adjustments, features and improvements; or
- (e) to deal with an unforeseen event which requires us respond to ensure we can continue providing the services, for example to address a security threat.

9 Your Right to end the Agreement

9.1 **Termination for Convenience.** You can cancel the services at any time you choose to do by giving us one month's notice in one of the following ways:

- (a) **Phone or email.** Call customer services on 01482 247 365 or email us at customerexperience@quickline.co.uk; or
- (b) **By post.** Simply write to us at Quickline Communications Limited, The Mill House, Albion Mills, Albion Lane, Willerby, HU10 6DN.

Please provide your details, address, a contact phone number and email address.

9.2 **Early Termination Charges.** If you cancel the services during a minimum period, we will charge you **Early Termination Charges**, as set out in the **Standard Charges Policy**. If your minimum period has ended and the Agreement is continuing on a rolling monthly basis, you can cancel at any time by providing us with at least one months' notice, without having to pay any termination charges.

9.3 **Moving Premises During a Minimum Period.** If during a minimum period you move to an address within our network service area and we are able to provide services to you at your new address, a new minimum period will apply and we will confirm your new charges, including installation and activation charges in your new **Contract Summary**. If you are moving to an address where we cannot provide the services or is not within our network service area then you will need to pay an **Early Termination Charge**.

9.4 **Ending the Agreement Because of Something we Have Done or are Going to do.** You can end the Agreement by giving notice in writing to us for any of the reasons set out at (a) to (d) below without having to pay any early termination charges. The reasons are:

- (a) you decide to terminate the Agreement because we have changed the charges, in accordance with clause 8.2(c), (d) or (e);
- (b) we materially breach a significant term of this Agreement and fail to remedy that breach within the 30 days of notice from you telling us of that breach;
- (c) we materially breach a significant term of the Agreement which is not capable of remedy; or
- (d) the speeds to your router consistently fall below the minimum speeds we have said we would deliver in our Network Standard Policy which is located here: [Policies - Quickline Communications Limited](#), and we are unable to fix the problem within 30 days.

10 Our Right to end the Agreement

10.1 **We may end the Agreement if you break it.** We may end the Agreement with immediate effect at any time by notice to you in writing and without liability to you if:

- (a) you do not pay undisputed charges when they are due, and you still do not make payment within 40 days of the date of the relevant invoice;
- (b) you fail a credit check, or the bank, debit or credit card details you gave us are invalid and/or incorrect;
- (c) we can't provide the services to the premises by the expected connection date (including where we have been unable to contact you, rearrange access to the premises, or complete your installation because you prevent the installation or us fulfilling our obligations under this Agreement);
- (d) we become aware that you (or any of your employees, agents, representatives or contractors) are in breach of or have breached our **Acceptable Use Policy**;
- (e) you (or any of your employees, agents, representatives or contractors) persistently or materially breach the terms of this Agreement (other than you do not make any payment to us when it is due) and such breach is not remediable or, if remediable, you fail to remedy that breach within the 30 days' of written notice from us telling you of such breach;
- (f) you make an arrangement with or assignment in favour of a creditor, go into liquidation or administration or a receiver or manager is appointed to manage your business or assets, or you are affected by any other analogous insolvency event in any territory; or
- (g) we have to end the Agreement by law or to comply with any regulation.

10.2 **Applicable Charges if we end the Agreement.** If we end the Agreement pursuant to clause 10.1, we may charge you for any reasonable costs we have incurred or committed to prior to the termination. If we have already started work on an installation, we won't refund any installation charge.

11 Our rights to suspend the Services

11.1 **Maintenance Work.** Occasionally, we may need to temporarily interrupt or suspend the services to carry out work to maintain, repair or upgrade our network or services. We will do everything we reasonably can to reduce the effect on you of any disruptions to our services and keep periods of suspension to a minimum, but we can't guarantee a fault free service at all times. We will contact you in advance to tell you we will be suspending supply of any of the services, unless the problem is urgent or an emergency, in which case we will contact you about the issues as soon as is reasonably possible. If any such suspension lasts for more than 3 days, we'll adjust our charges you pay to us for the services so that you don't pay for the services during any suspension period. Any adjustment will appear as a credit on your next invoice.

11.2 **Suspension due to your actions.** We may limit or suspend the services (in whole or in part) if:

- (a) you do not pay undisputed charges when they are due, and you still do not make payment within 40 days of the relevant invoice date;
- (b) you or any of your employees, agents, representatives or contractors do not comply with our **Acceptable Use Policy**;
- (c) you breach, or any of your employees, agents, representatives or contractors cause you to breach, the Agreement and you fail to remedy that breach within 30 days' of receiving written notice from us telling you of that breach; or

- (d) you or any of your employees, agents, representatives or contractors break any laws or regulations (or cause us to break any laws or regulations) which apply to the use or provision of our network or the services.

11.3 **Reconnecting the services.** If we suspend or limit the services, we will tell you what you need to do to restore them. You may need to reimburse the reasonable costs and expenses incurred by us in restoring the services.

12 Using our Services

12.1 **Acceptable Use.** You agree to abide by and ensure that your employees, agents, representatives and contractors comply with our **Acceptable Use Policy**.

12.2 **IP Addresses.** Any IP address allocated to you belongs to us and may be varied by us at any time. You may not sell or agree to transfer an IP address to any person and an IP address cannot be ported to other providers, or between different Quickline technologies.

12.3 **Recording Calls.** We may record calls to and from our customer facing teams to help us with training and to protect our customers.

12.4 **Third Parties.** Access to the services and equipment is limited to your properly authorised employees, agents, representatives and contractors. You shall ensure that your employees, agents, representatives and contractors comply with the terms of this Agreement in relation to their use of the services and the equipment, and shall be liable for the acts and omissions of each of them in relation to this Agreement. Save as expressly permitted under the terms of this Agreement, you shall not resell, distribute, provide or sub-licence the services or equipment to any third party.

13 If there is a Problem with the Services

13.1 **How to tell us about problems.** In the unlikely event that there is any defect or fault with the equipment supplied or the services please contact us and tell us as soon as reasonably possible and allow us a reasonable opportunity to repair or fix any problems. You can telephone our customer service team at 01482 247 365 or email us at: customerexperience@quickline.co.uk

13.2 **What we will do.** We will use reasonable endeavours to resolve any problems which you raise with us about the services. We will try to do this remotely but if there is a fault or defect with the equipment we will arrange to collect it and carry out repairs. If we collect the equipment from you, we will pay the costs of collection and we will use all reasonable efforts provide a temporary replacement or permanent replacement dependant on the problem you are experiencing and our recommended solution.

13.3 **If the problem was caused by you or any of your employees, agents, representatives or contractors.** If we discover that the problem with the services or the equipment has been caused by:

- (a) a failure by you (or any of your employees, agents, representatives or contractors) to comply with our **Acceptable Use Policy**;
- (b) you (or any of your employees, agents, representatives or contractors) are responsible for the fault or defect of the equipment or network connection points;
- (c) wilful damage or negligence by you (or any of your employees, agents, representatives or contractors) or any third party,

we reserve the right to require you to pay for the cost of collecting the equipment and the costs of investigating the fault, together with the costs of any necessary repair or replacement. We will inform you of the estimated cost of such repair or replacement as soon as possible.

14 Liability

- 14.1 **No exclusions.** Nothing in this Agreement limits or excludes any liability for death or personal injury caused by negligence, liability for fraud or fraudulent misrepresentation or any liability which cannot be limited or excluded by law.
- 14.2 **Liability exclusions.** Neither party is liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for: (a) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill; (b) any loss of or corruption to data; (c) any regulatory fines; (d) any legal costs; (e) any loss arising from business interruption or reputational damage; or (f) indirect or consequential losses, regardless of whether any of these types of losses were contemplated by either of the parties when they entered into this Agreement.
- 14.3 **Liability cap.** Subject to clause 14.1, our liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, in any 12 month period starting from the date of the **Order Confirmation**, shall not exceed the aggregated monthly charges payable during that 12 month period.
- 14.4 **Losses we are not responsible for.** Except for any liability we accept under clauses 14.1, 14.2 and 14.3, we are not responsible to you for any of the following:
- (a) any loss you suffer as a result of using the services in any way that is in breach of the Agreement;
 - (b) any loss caused by unauthorised use of the services;
 - (c) equipment not supplied to you by us (for example, any PC, TV, mobile device, network interface card, printer, switch, local area network or other equipment); or
 - (d) any content, goods or services which are accessed, downloaded or transmitted through use of the services.

15 Privacy & Data Protection

- 15.1 **How we will use personal information.** We will use the personal information you provide to us in accordance with our **Privacy and Cookie Policy**.

16 Other important terms

- 16.1 **Assignment and novation.** We may assign all or any of our rights under, or novate, this Agreement (including any sums owed to us by you or which may become due to us) to another organisation without your consent. We will always tell you in writing if this happens and we will use reasonable endeavours to ensure that any such assignment or novation will not disadvantage you or result in a reduction of your rights under this Agreement. We may subcontract the performance of any of the services without your consent. You shall not assign any of your rights under, or novate, this Agreement, or otherwise transfer or in any way deal with your rights or obligations under or in connection with this Agreement to any other person without our prior written consent.
- 16.2 **Third party rights.** This Agreement is made only for the benefit of the parties to it and is not enforceable by any other person under the Contracts (Rights of Third Parties) Act 1999.
- 16.3 **Implied terms.** Unless expressly set out in this Agreement, all warranties, representations and conditions which are implied by statute or otherwise are expressly excluded to the extent permitted by applicable law.
- 16.4 **Severability.** The parties intend each term of the Agreement to be severable and distinct from the others. If a provision of the Agreement is held to be illegal, invalid or unenforceable, in whole or in

part, the parties intend that the legality, validity and enforceability of the remainder of the terms of the Agreement shall not be affected.

- 16.5 **Waiver.** Delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing, refers expressly to this clause, is duly signed by or on behalf of the party granting it and is communicated to the other party.
- 16.6 **Survival.** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 16.7 **Termination won't affect prior rights.** Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 16.8 **Governing law.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) is governed by and construed in accordance with English Law.
- 16.9 **Jurisdiction.** The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including any non-contractual disputes or claims).

17 Complaints

- 17.1 **How to complain.** If you are unhappy with us, or the services we have provided to you, please call us on 01482 247 365 or email us at: customerexperience@quickline.co.uk. We will deal with your complaint in accordance with our **Complaints Handling Policy**.
- 17.2 **If we are unable to resolve your complaint.** If we are unable to resolve your complaint to your satisfaction under our **Complaints Handling Policy**, or if you are unhappy with the outcome, you may submit your complaint to The Ombudsman scheme for communications (OSC), which is the alternative dispute resolution provider we use to resolve disputes that do not involve going to court.

18 How we will contact each other

- 18.1 **Contact.** Details of how to contact us are maintained on the 'Contact us' page of our website and detailed above in this Agreement.
- 18.2 **How we may contact you.** If we need to contact you regarding the services, we will do so by phone or by writing to you at the email address or postal address you provided to us in your order, or by reply on any other medium which you have used to contact us. We may send customer service announcements to you by email or SMS text message. Please ensure that you tell us immediately if any of your contact details change.