

# Terms and Conditions for Consumer 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](mailto:customerexperience@quickline.co.uk) or write to us at Quickline Communications, The Mill House, Albion Mills, Albion Lane, Willerby HU10 6DN.

For **vulnerable customers**, for details of how you can get additional help, please see our Vulnerable Customers Policy here: [Quickline Policies](#) You can also call or email us using the above details.

## Our terms and conditions

### 1 Introduction

1.1 **Our Services:** These terms and conditions cover the use of our Services, which are:

- (a) home broadband;
- (b) wi-fi everywhere; and
- (c) home telephone Services.

1.2 **Service availability:** We will provide our Services with reasonable skill and care. However, some of our Services may not be available where you live, or their quality may be affected by factors outside of our control (for example, environmental factors). You can check availability in your area at this link: [Quickline - Availability Checker](#). We will check how feasible it is to provide Services before we provide them. If the costs of installation and maintenance of the Services are too high, we will let you know that we may not be able to provide them.

1.3 **Your Agreement:** This 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** ([Quickline Policies](#)). We will send the **Terms and Conditions** and your **Contract Summary** to you by post or email.

1.4 **Promotional Offers:** If you signed up to a promotional offer, please also refer to our Residential Promotional Terms which are located here: [Quickline - Promotional Offers](#).

1.5 **Policies:** 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: [Quickline Policies](#), also make up your Agreement.

### 2 Joining Us

2.1 **Placing an Order.** You must be at least 18 years old and resident of the UK to place an order for our Services. 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 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 of your installation appointment which will be sent to you in an **Order Confirmation**.

2.2 **Term.** Your Services will start on the date that your Services are activated (**Activation Date**) and last for the minimum period set out in your Contract Summary. After the minimum period, the Services will continue on your current charges (excluding any expired discounts) until either of us provides

notice of cancellation to the other. The Services will end one month after the date of 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.

- 2.3 **Cooling-off Period.** You have a right to cancel the Services and the Agreement without paying any early termination charges within the 14 day “Cooling-off Period”, which starts on the day after the receipt of your Order Confirmation. The Cooling-off Period doesn’t apply to the purchase of additional equipment you purchase from us or to any changes you ask us to make to your Services.
- 2.4 **How to cancel during the Cooling-off Period.** To exercise your right to cancel, please let us know by contacting us in one the following ways:
- (a) **Phone or email.** Call Customer Services on 01482 247 365 or email us at [customerexperience@quickline.co.uk](mailto: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 name, home address, and where available, your phone number and email address. You will be treated as having cancelled if you send your communication to exercise your right to cancel before the Cooling-off Period has expired.

- 2.5 **Payments during the Cooling-Off Period.** If you requested us to start the Services, but then cancel the Services during the Cooling-off Period, the Agreement will end and you’ll have to pay us for any installation charges that we have incurred, as set out in clause 4. You will also be obliged to return any equipment we have provided to you in accordance with clause 6.5.

### 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 resulting charges from such other organisations.
- 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 inclusive 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) 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](mailto: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 **Requirements.** To complete your installation, we need at least two spare, standard mains plug sockets to be available within 1 metre of the installation location.
- 4.2 **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.
- 4.3 **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.
- 4.4 **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.
- 4.5 **Contact details.** Our installation team may contact your nominated representative using the telephone number provided when you placed your order.
- 4.6 **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 **Missed Appointments.** If there is no one available or you do not provide us with access or permissions to enable your scheduled installation or maintenance appointment to take place, a **Visit Charge**, as detailed in our **Standard Charges Policy**, may be applied. In order to reschedule an

arranged installation or maintenance appointment without being liable to pay a Visit Charge, you must contact us by email at: [customerexperience@quickline.co.uk](mailto:customerexperience@quickline.co.uk) or by telephone on: 01482 247 365 at least 72 hours before the scheduled appointment time.

- 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.
- 5.5 **Cancellation of Installation before the Activation Date.** If you cancel your installation at any point before the Activation Date, then we may charge for the installation costs that we have incurred and you will also be required to return any equipment that we have provided to you in accordance with clause 6.5.

## 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 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.** On cancellation of your Services for any reason, you must return to us any equipment (other than fibre network equipment such as fibreoptic cables and ducts, which will remain in place, and wireless network equipment, which we shall be entitled to recover from your property) we supplied to you, except equipment that you purchased from us. Please call Customer Services on 01482 247 365 or email us at [customerexperience@quickline.co.uk](mailto:customerexperience@quickline.co.uk) to arrange return. You must do this within 14 days of telling us you wish to cancel the Services. If you do not return the equipment within 30 days of the end of the Services, 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: [Quickline Policies](#). The network bandwidth guarantee relates to our provision of

home broadband Services to the router that we have supplied. The actual speed and performance of your Services will depend on various factors, some of which are outside of our control.

## 8 Changing the Agreement, Charges and Services

8.1 **Changes to the Agreement.** We may vary the terms of the 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;
- (d) reflect changes to our Services, or the way we provide the Services, including the equipment and changes in technology we use; or
- (e) make the Agreement clearer or easier to understand.

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 we make a change under clause 8.1 (d), 8.1(e), 8.2(d) or 8.2(e) which is to your disadvantage, 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 to your disadvantage, or it is to your advantage, we can make the change without notice to you, and any new charges will be shown on our website and/or as otherwise communicated to you.

8.5 **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.

8.6 **Tariffs with Eligibility Criteria.** Certain tariffs have non-standard monthly charges which apply if you meet certain eligibility criteria. If you are on such a tariff but your circumstances change so that you no longer meet the eligibility criteria, we reserve the right to automatically change your monthly charges to our standard charges in place at such time.

## 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](mailto: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 Services are continuing on a rolling monthly basis, you can cancel at any time by providing us with at least one month's 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 any applicable **Relocation Charge**, as set out in the **Standard Charges Policy**, in your new **Contract Summary**. If you do not want us to provide Services to you at your new address, then you will need to pay **Early Termination Charges**. If you are moving to an address where we cannot provide Services or it is not within our network service area then you will need to give us with one month's notice of your relocation and provide us with suitable evidence (for example, a utility or council tax bill, a solicitor's purchase completion letter or a new tenancy agreement) that you are moving out of our network service area otherwise **Early Termination Charges** will apply.

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 or the Agreement, in accordance with clause 8.3;
- (b) we materially breach a significant term of the 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 broadband 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: [Quickline Policies](#), and we are unable to fix the problem within 30 days.

9.5 **Bank Mandate:** Your bank mandate should remain active following termination until we have taken any final payment.



## 10 Our Right to end the Agreement

10.1 **We may end the Agreement immediately.** 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 the Agreement);
- (d) we become aware that you are in breach of or have breached our **Acceptable Use Policy**;
- (e) you persistently or materially breach the terms of the 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;
- (g) we have to end the Agreement by law or to comply with any regulation; or
- (h) we consider it necessary to safeguard the integrity of our network or to reduce the incidence of fraud.

10.2 **We may end the Agreement on 30 days' notice.** We may end the Agreement at any time on 30 days' notice if we are permanently unable to provide our Services to you for any reason. You will not have to pay a termination fee in this case.

10.3 **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.

10.4 **Bank Mandate:** Your bank mandate should remain active following termination until we have taken any final payment.

## 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 fault free Services 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 do not comply with our **Acceptable Use Policy**;
- (c) you 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 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 are responsible for other people that use the equipment and Services, which can only be used for personal, non-commercial use. You agree to abide by 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 **Port Forwarding.** You may configure port forwarding on your Quickline router. We will not be able to support this nor will we be able to replicate your settings if we need to replace your router.

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

## 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 team at 01482 247 365 (option 1) or email us at: support@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.** If we discover that the problem with the Services or the equipment has been caused by:

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

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 the 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 the Agreement.
- 14.3 **Liability cap.** Subject to clause 14.1, our liability under or in connection with the 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 Additional Terms

- 16.1 Clause 16 applies if you purchase any of the Services below either as: (i) an included Service within your home broadband plan (i.e. a bundled plan); or (ii) a Service in addition to your home broadband plan.
- 16.2 Wi-Fi Everywhere Service
- (a) If you purchase our Wi-Fi Everywhere Service, we will provide you with the relevant number of Wi-Fi extenders to be used with your router. If an extender becomes faulty, we will fix it or replace it.
  - (b) Our Wi-Fi Everywhere Service comes with guaranteed speeds of at least 25Mbps in each important room in your house up to the maximum amount of Mbps that have been purchased in the broadband plan. Important rooms are: home office, reception rooms and bedrooms.
  - (c) Please contact us so that we can attempt to resolve any Wi-Fi signal and speed issues. If we are not able to resolve your issue so that you receive the guaranteed speeds in the important rooms in your house within 30 days of notifying us of the issue, you can cancel the Wi-Fi Everywhere Service.
  - (d) Please note:

- (i) The router must be connected to the fixed line broadband network and the internet for the extenders to work;
- (ii) The extenders will not work when there is a broadband fault;
- (iii) You must use the router and the extenders we supply to you as part of your Service as the extenders are not compatible with third party routers;
- (iv) You must follow our reasonable instructions when seeking to resolve any Wi-Fi signal issues you may have;
- (v) Wi-Fi Everywhere can only be provided for a 24-month minimum term and will require existing customers to commit to a new 24-month minimum term; and
- (vi) Wi-Fi Everywhere is not available on a trial basis and cannot be used with trial offers or provided free of charge.

### 16.3 Home Telephone Services (Quickline Talk)

- (a) **General:** Quickline Talk uses “voice over internet protocol” (**VOIP**) technology. This means that your home telephone Services will be provided over the internet instead of a traditional analogue phone line. Analogue phone lines are being phased out in the UK from 2025.
- (b) **Integration with Quickline Broadband:** Quickline Talk requires you to have Quickline home broadband Services. Cancelling your Quickline home broadband Services will require the termination of your Quickline Talk Services.
- (c) **VOIP differences:** VOIP technology allows you to make calls over the internet but it is important to note that there are some differences to traditional analogue phonelines. These differences include:
  - (i) VOIP will not work in the event of a power cut and/or if your internet connection is not working. This means that, during this period, you will not be able to make or receive calls; and
  - (ii) VOIP does not work with old analogue technology such as modems, alarms, bells, franking machines and fax machines.
- (d) **Emergency Calls:** Please note the following:
  - (i) When you join Quickline Talk, we will register your home address so that emergency services know your location when you dial 999 or 112;
  - (ii) You will not be able to make or receive calls in the event of a power cut and/or if your internet connection is not working. **This includes emergency calls.** You can therefore not solely rely on Quickline Talk to make emergency calls (e.g. 999 and 112). You acknowledge and accept that you will require another way to call the emergency services in these circumstances. We suggest that you have a charged mobile device in order to make emergency calls in the event of a power or broadband connectivity outage; and
  - (iii) If we suspend your Quickline Talk Services for any reason then, provided there is no loss of power or internet connection, you will still be able to make emergency calls.
- (e) **At Risk and/or Vulnerable Customers: If you have any concerns relating to the ability to make emergency calls in the event of a power cut and/or when your internet connection is not working, including but not limited to:**

- (i) **you do not have an alternative means of calling emergency organisations e.g. you do not have a mobile telephone or you have poor or no mobile coverage at your premises; and/or**
- (ii) **you have a disability and/or accessibility requirements which mean you have greater propensity to contact emergency services; and/or**
- (iii) **you are a vulnerable customer,**

**please contact Customer Services to discuss how we can help. Contact details are at the top of these Terms and Conditions.**

- (f) **Equipment:** We will provide you with a standard telephone socket at the back of our router, to connect to Quickline Talk Services. You can connect a single wired analogue telephone or compatible DECT base station to this socket. If you need more telephones you should use mains powered DECT cordless telephones. No other equipment should be connected to the telephone socket. Please remember that a DECT base station depends on mains power to work. Quickline does not supply or maintain telephones.
- (g) **Call Restrictions:** Quickline Talk is restricted to UK national and mobile calls only. In certain cases, at our discretion, we may enable international calling if you ask us to. In such cases, you accept responsibility for paying for all international calls up to the credit limit of your account.
- (h) **Credit Limits:** By default and for your protection we apply limits to your account to prevent fraudulent calls from having a serious financial impact. Your account will be limited to a maximum monthly call spend of no more than £50. Calls outside of this limit will not work.
- (i) **Termination:** You are required to provide us with 30 days' notice to terminate your Quickline Talk Services. The termination of your Quickline Talk Services may not take effect until the expiry of your minimum term. If your Quickline Talk Services end for any reason, you will lose access to any numbers relating to the Services unless you arrange to port your number to another service provider before your Quickline Talk Services end.
- (j) **Supply of Service:** We do not accept any responsibility for loss of business for any reason including, but not limited to, faults or outages of the Quickline Talk Services. Please also note that we may use a third party to supply Quickline Talk Services from time to time so may need to flow down their terms.
- (k) **Ownership of numbers:** You do not own any incoming telephone number, including any number ported to us. We may need to change any number or identifier allocated to you at any time, although we will use reasonable efforts not to do so and will endeavour to provide as much notice as possible. We are not liable for any costs or loss of business in relation to such changes.
- (l) **Number porting:** Please note the following in respect of number porting:
  - (i) When you join Quickline Talk, you can request the transfer of your existing number from your current telephone provider. We will endeavour to facilitate this transfer where feasible, which is subject to the consent of your current provider;
  - (ii) We advise against terminating your contract with your existing provider until the successful transfer of your number is confirmed by us. Early cancellation with your current provider may lead to the loss of your number;
  - (iii) Be aware that porting a number from another provider is likely to result in the termination of the line and other services previously associated with that number;

- (iv) In instances where incorrect information provided by you impedes the transfer process, we will notify you and may impose a reasonable fee to cover any expenses that we have incurred;
  - (v) If transferring your existing number proves unfeasible for any reason, we will assign a new number;
  - (vi) You are permitted to transfer numbers from the Quickline Talk Services to other providers, contingent on existing porting agreements. This type of transfer should be initiated by the new provider;
  - (vii) We cannot guarantee number transfers to other providers, as this is dependent on porting agreements with the respective provider. Transferring your phone number from our network to another provider will render the Quickline Talk Services inoperative for that number and we cannot provide a temporary number; and
  - (viii) If you port your number away from Quickline Talk, we will treat this as a termination of the Quickline Talk Services without notice and we'll raise a final invoice. Your home broadband Service will not be affected.
- (m) **Calling Line Identification:** Quickline Talk comes with calling line identification as a standard facility. This means that you will see the number of someone who has called on your telephone device screen (if it has one) or, if the caller has asked that their number is kept private (or the caller's network doesn't allow the caller's number to be shown to you), you'll see that the call is from a "withheld" or "unavailable" number. The calling line identification facility also means that your number, when you make calls, will be displayed to the person you're calling. Please contact Customer Services if you would like us to try and put in place the ability to keep your number private when you make calls. However, please note that we may override your choice in limited situations where it's reasonable to do so (such as to trace malicious or nuisance calls, or for calls to emergency services).
- (n) **Acceptable Use Policy and Unauthorised Use:** Please keep in mind that your usage of Quickline Talk is governed by our **Acceptable Use Policy**. This means that:
- (i) you are responsible for ensuring that access to your Quickline Talk Services is secure and protected from unauthorised use. If you become aware of any unauthorised use, please inform us immediately and update any passwords or security measures;
  - (ii) You must not store, distribute or transmit any material through the Quickline Talk Services that:
    - (A) is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive;
    - (B) facilitates illegal activity or fraud; and/or
    - (C) promotes unlawful violence, discrimination based on race, gender, age, disability, sexual orientation, religion and belief, gender reassignment, or any other illegal activities.
  - (iii) We can put limits on your calls, require you to pay extra charges or suspend or terminate your Quickline Talk Services if we think you haven't complied with the Acceptable Use Policy.

## 17 Other important terms

17.1 **Assignment and novation.** We may assign all or any of our rights under, or novate, the 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 the 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, the Agreement, or otherwise transfer or in any way deal with your rights or obligations under or in connection with the Agreement to any other person without our prior written consent.

- 17.2 **Third party rights.** The 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.
- 17.3 **Implied terms.** Unless expressly set out in the Agreement, all warranties, representations and conditions which are implied by statute or otherwise are expressly excluded to the extent permitted by applicable law.
- 17.4 **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.
- 17.5 **Waiver.** Delay in exercising, or failure to exercise, any right or remedy in connection with the Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of the 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 the 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.
- 17.6 **Survival.** Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.
- 17.7 **Termination won't affect prior rights.** Termination of the 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.
- 17.8 **Governing law.** The 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.
- 17.9 **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 the Agreement or its subject matter or formation (including any non-contractual disputes or claims).

## 18 Complaints

- 18.1 **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](mailto:customerexperience@quickline.co.uk). We will deal with your complaint in accordance with our **Complaints Handling Policy**.
- 18.2 **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.

## 19 How we will contact each other

- 19.1 **Contact.** Details of how to contact us are maintained on the 'Contact us' page of our website and detailed above in the Agreement.

- 19.2 **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.