

Neatley Terms and Conditions

These terms cover the provision of phone, broadband, mobile services and where appropriate equipment by Neatley to you (and any other services we agree to provide to you under this Agreement).

Contract length – the Minimum Term for each Service you order is specified in the Confirmation Letter that we send you by post or email. You can terminate the Agreement (or any of our Services) after the end of the relevant Minimum Term (or Renewal Term agreed with you) by giving us 30 days' notice.

Cancellation Fees – if you terminate the Agreement (or any of our Services) without cause before the end of any relevant Minimum Term or Renewal Term (or if we terminate it due to your breach of the Agreement) you may be charged a Cancellation Fee.

Payment – You shall pay our invoices by direct debit. Other methods of payment may be subject to an administrative fee. If you do not pay any of our invoices you may incur an administration fee that will be included on your next monthly bill. Each year, your Service charges will be subject to an annual adjustment by the RPI Rate plus an additional 3.9% which will be applied at the same time. RPI (or Retail Price Index) is a measure of inflation published by the Office of National Statistics.

1. Definitions

- 1.1 **“Acceptable Use Policy”** means the acceptable use policy set out on our Website.
- 1.2 **“Business Assurance”** means a service offered by us that covers fault repairs in fixed line(s) located inside your premises and connected to the Phone Services, in exchange for a monthly fee.
- 1.3 **“Care Level”** means our fault repair response times for Phone and Broadband Services. Care Levels do not apply to Mobile Services.
- 1.4 **“Confirmation Letter”** means our letter to you confirming the order which will normally be posted or emailed to you within 3 days of you submitting the order.
- 1.5 **“Customer Equipment”** means any equipment, including any software, for use with the Services that is not Equipment provided by us and which is owned or controlled by you.
- 1.6 **“Equipment”** means any equipment we provide to you in connection with the Services.
- 1.7 **“Fair Use Policy”** means the fair use policy set out on our Website.

- 1.8 “**Mobile Services**” means the provision of sim card enabling Customer to make calls, send messages and use data.
- 1.9 “**Services**” means fixed telephone line, broadband, mobile services and any other services specified in a service schedule.
- 1.10 “**Service Start Date**” means (i) for Phone Services the date you are able to start making and receiving calls using our Phone Services; (ii) for Broadband Services the day you are able to start using your internet connection; and (iii) for Mobile Services the date specified in the Purchase Order or our Confirmation Letter.
- 1.11 “**Website**” means www.neatley.co.uk
- 1.12 “**Writing**” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

2. These Terms

- 2.1 **What these terms cover.** These are the terms and conditions on which we supply services and, where relevant, equipment.
- 2.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services and equipment to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 2.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. Provisions specific to businesses or consumers are marked as such. Provisions which are not marked apply to both business customers and consumers.
- 2.4 ***Business Customers Only.*** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase and subscription. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

3. Information about us and how to contact us

- 3.1 **Who we are.** “Neatley”, “we”, “us”, or “our” means Neatley Ltd, a limited company incorporated in England and Wales registered under Number 09832429 whose registered office is at Southmoor House, Southmoor Road, Manchester, M23 9XD.

3.2 How to contact us. You can contact us by telephoning our support team at 03300 539 114 or by writing to us at service@neatley.co.uk.

3.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

4. Our contract with you

4.1 How we will accept your order. Our acceptance of your order will take place when we send you a Confirmation Letter, at which point a contract will come into existence between you and us.

4.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing.

4.3 We only sell to the UK. Our Website is solely for the promotion of our products and services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

5. Your right to make changes

If you wish to make a change to all or part of the Services or change the address at which the Services are provided, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our rights to make changes

6.1 Minor changes to the Services. We may change the Services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

6.2 More significant changes to the Services and these terms. If we make any changes to these terms or any of the Services or charges, we will always write to you to explain the changes and the date from which they will apply. We will give you at least 30 days' notice before the changes will become effective. If you object to any of the changes, you have the right to cancel the Services without any penalty, as long as you do so within 30 days of our notice to you. If we do not receive your notice within that time, you will be bound by the terms of Services as varied.

7. The Services

7.1 The provision of each of the Services may be subject to a Fair Use Policy and/or an Acceptable Use Policy as applicable.

7.2 We may (but are not obliged to), from time to time, make available to you promotional tariffs, bundles or other offers. Where such promotional offers apply, the terms of the offer will form part of this Agreement.

7.3 Phone Services. The Phone Services comprise:

- (a) Installation or takeover and rental of one or more fixed telephone lines; and
- (b) The facility to make and receive telephone calls; and
- (c) One of our ranges of call price plans that enables you to make discounted telephone calls; and
- (d) Any other facilities such as caller display that we agree to give you; and
- (e) One telephone number for each fixed telephone line that you rent from us, which, **unless you tell us otherwise**, will be published free of charge in **BT directory** and will be available on directory enquiries services (*if you are a business* – this will also include your business details); and
- (f) Access to the emergency services and provision of caller location information from your telephone line; and
- (g) Any other fixed telephone line related services that we agree with you.

7.4 Broadband Services. The Broadband Service consists of the provision of fixed line high speed access to the internet in the United Kingdom together with a range of other internet services such as computer security or backup services and email as described in our Confirmation Letter.

7.5 Mobile Services. Unless we agree and confirm otherwise in the Confirmation Letter, we will only provide Mobile Services to you if we are also providing Phone Services.

7.6 We'll provide our services with reasonable care and skill. However, our services are not fault-free and are not available everywhere in the UK. You may have problems with the Services and so whilst we will use reasonable endeavours to make mobile network services available, you recognise and acknowledge that the Services may be affected by physical features, atmospheric conditions, location, damage to the network, the number of users using the network or similar issues.

8. Term, Duration and Cooling Off Period

8.1 The Agreement between you and us will commence on the Effective Date stated in the Confirmation Letter and will continue for the minimum term that we have agreed with you (usually 12 or 24 months) (“Minimum Term”) which will also be set out in the Confirmation Letter.

8.2 ***Consumer Customers Only.*** You may cancel the Service:

- (a) You have a legal right to change your mind within 14 days from the Effective Date. This is called a Cooling Off period. To cancel, you simply need to inform us in writing of your wish to cancel. You do not need to give any reason for your decision to cancel. The cancellation notice does not have to be in any specific form although you can use the form on our [Website](#) . To meet the cancellation deadline it is sufficient for you to send the notice before the cancellation period has expired. Your right to cancel will expire after 14 days from the Effective Date.
- (b) Please note that by using any Services (including activating your SIM Card) you will be deemed to have accepted these Terms and Conditions. You agree that the Service may start before the end of the Cooling-Off period. If you have used any Services prior to cancellation you will not be refunded the used Services or such proportion of the bundle that you have used as calculated by us..
- (c) Without a charge at any time prior to:
 - (i) Two working days prior to the Service Start Date in the case of Broadband Service
 - (ii) The Service Start Date in the case of a Phone Service; and
 - (iii) One working day prior to the Service Start Date in the case of any other Service.

8.3 ***Business Customers Only.*** Cancellation of the Services prior to the Service Start Date may be subject to a cancellation charge.

8.4 **Service Start Date.** The provision of each Service shall commence on the Service Start Date. The Service Start Date and any other dates we agree or notify to you (e.g. installation or delivery dates) are estimated dates only. We will contact you as soon as possible to let you know of any delays to the agreed dates but we shall not be liable or responsible for the delays.

8.5 **Installation.** We will agree a date with you for installation of new lines. If you need to cancel or reschedule the installation of any Service, we ask that you give us a minimum of 48 hours’ notice. If you give us less than 48 hours’ notice you may be charged a missed appointment charge as part of our charges which are available on our Website.

8.6 For fixed line transfers, we will normally transfer the line from your current provider within ten (10) working days. The time taken to port numbers from other networks varies and sometimes

portability may not be possible or reasonably practicable. If this happens, we will provide you with a new number(s).

- 8.7** You acknowledge that in order to avoid delays occurring in the ordering process, we will need to be notified by BT™ of any products or services presently in use on your line that are incompatible with the WLR or NGN service. BT™ or other network providers are under a strict duty not to disclose information about a customer's services to a third party unless the customer has consented to such disclosure. In entering into this Agreement, you give consent to BT™ or other network providers to disclose such information to us. You also give us authority to act as your agent to arrange connection onto our Services.

9. Use of Services

- 9.1** You are responsible for terminating, at your own expense, any contracts you may have with your previous suppliers for services similar to our Services or which are not compatible with our Services. We shall not be responsible for any liabilities you may incur when you terminate your agreements with your previous supplier(s).

- 9.2** To be able to receive our Phone or our Broadband Services you will need to have at least a suitable phone line at your address (i.e. BT™ provided analogue direct exchange line which terminates on a BT™ public switched telephone network master socket forming part of a BT™ network), unless we tell you otherwise in writing.

- 9.3** You agree:

- (a) To use the Services in accordance with: (i) this Agreement; (ii) any reasonable instructions given by us from time to time (including without limitation regarding health, security, safety or quality of the Services); and (iii) any laws, regulations and licenses which apply to the use of the Services by you;
- (b) Not to allow an alternative supplier (or any third party) to override or bypass our Services either through the installation of equipment or through the BTTM local exchange during the term of the Agreement;
- (c) Not to use the Services in any way we consider is, or is likely to be detrimental, to the provision of the Services to you or to services we provide to any other Neatley customer;
- (d) That the Services are provided solely for your use and you must not resell or attempt to resell the Services (or any part of it) to any third party;
- (e) That you do not own any number or have any right to sell the number(s) related to the Service; and
- (f) To be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the service of your previous supplier(s).

9.4 You must not use the Services, including but not limited to internet related Services, associated computer security or backup Services and software:

- (a) In a way that breaches any legislation or any licence applicable to you or that is in any way unlawful or fraudulent;
- (b) To make nuisance calls;
- (c) To distribute, deliver, transmit, knowingly receive, upload, download, use or re-use any information or material which is offensive, abusive, defamatory, indecent, obscene, immoral, unlawful (including but not limited to child pornography) or menacing, or in breach of any intellectual property, privacy or any other rights of third parties or which might cause annoyance, inconvenience or needless anxiety to anyone, or to commit a fraud or other criminal offence;
- (d) For purposes other than the genuine use of our Services including, without limitation, conveyance of calls for the proper benefit of members of the public using a telecommunications service; or
- (e) To send or procure the sending of any chain letters or unsolicited advertising or promotional material (“spamming”);
- (f) to propagate computer worms or viruses;
- (g) to attempt to gain unauthorised entry to any site or network; or
- (h) contrary to any reasonable instructions we give you to protect the integrity and quality of our Services or otherwise.

9.5 Your breach of your obligations under this Clause 9 may result in the suspension or termination of the affected Services or in the termination of the Agreement.

9.6 If you breach any of your obligations under this Clause 9 and if we suffer a loss as a result of such breach, you shall fully indemnify and hold us harmless against all losses, damages, amounts paid by way of settlement, costs and expenses (including legal fees) of whatsoever nature suffered or incurred by us arising out of or in connection with any actual or potential claims or legal proceedings against us by a third party. We shall notify you of any such claims or proceedings and inform you regularly as to the progress of such claims or proceedings.

9.7 You shall reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the Services either by yourself or by someone you have knowingly allowed to use the Services we provide to you.

10. Use of Broadband Services

10.1 This Clause 10 will apply in the event that we provide Broadband Services to you.

- 10.2** We can only provide the Broadband Services in areas of the United Kingdom in which we or our suppliers are technically able to offer Broadband services from time to time.
- 10.3** In order to use the Broadband Services, you need an existing analogue telephone line on the BT Openreach™ network, unless we tell you otherwise in writing. You must also ensure that compatible cables and extension leads are used to and from your telephone socket, router or modem, and PC in order to use the Broadband Service.
- 10.4** You acknowledge that we are dependent upon certain third parties to install and provide the Broadband Services to you. You also acknowledge and affirm that there may be technical limits that prevent us from delivering an operational service to you. We will endeavour to provide the Broadband Services to you at the access rate you choose but, due to: (i) congestion within the network; (ii) the ability of your BT™ line to carry data services; or (iii) the distance from the exchange, the speed of service may be reduced at times.
- 10.5** It is your duty to cancel any other broadband service supplied by another company through a fixed telephone landline that you wish to use to receive our Broadband Service and your fixed telephone landline at your location must be clear of your former supplier's broadband service. Alternatively, you must provide us with a valid migration code to transfer the broadband service from your current supplier, unless we tell you otherwise in writing.
- 10.6** If you have purchased a computer security related Service from us, you must uninstall any other computer security services from your computer.
- 10.7** We will provide you with technical support during any relevant warranty period for routers purchased by you from us. Our technical support does not extend to any modems or routers acquired by you from any other source and shall therefore remain your responsibility.
- 10.8** If we offer you a limited Broadband plan, it may include a monthly data transfer allowance. This allowance expires at the end of each calendar month and any unused allowance cannot be transferred to a subsequent month and you shall not be entitled to any form of rebate for any unused element of allowances or bundles. We will usually notify you once you have reached 80% and 100% of your monthly allowance, but you are solely responsible for tracking your data usage. If you subsequently exceed this allowance we reserve the right to charge you for this extra usage at our then current rates.
- 10.9** You acknowledge that Services are provided to other users and we owe a duty to these users as a whole to preserve our network integrity and avoid network degradation. If, in our reasonable opinion, we believe that your use of the Services has or may adversely affect such network integrity or may cause network degradation we may manage your transmission speed, the type of traffic you are passing, and/or suspend your service.
- 10.10** In using our Broadband Service you agree to comply with our Acceptable Use Policy.

11. Use of Mobile Services. If we are providing Mobile Services to you, the terms of the Mobile Service Schedule shall apply. The Mobile Services will automatically cease if we stop providing you with the Phone Services, unless we agree otherwise.

12. Your Use of the Internet

12.1 Where you use our Services to access the internet, you understand and acknowledge that the use of the internet is at your own risk.

12.2 We do not warrant or guarantee the accuracy or completeness of any of the information, sound, images, software and any other materials (in whatever form) and services contained on or available through the Services or any further information or results which may be derived from it (the “Content”). You acknowledge that you will not rely on any Content in making any business or other decision and that your use of the Content is at your own risk.

12.3 You are entirely responsible for evaluating any goods or services offered by third parties via the Services or on the internet. We will not be a party to or in any way be held responsible to you for any transaction between you and third parties.

13. Usernames and Passwords

13.1 You must ensure that usernames and passwords used in connection with the Services:

- (a) Include letters, numbers and symbols;
- (b) Are changed on at least monthly basis;
- (c) are kept confidential and are only used by authorised users.

13.2 You shall implement safety measures to prevent and detect any unauthorised use of usernames and passwords and inform us immediately if you know or suspect that a user name or password has been disclosed to an unauthorised user or is being used in an unauthorised way. You must not change or attempt to change a username without our written consent.

13.3 We reserve the right (at our sole discretion):

- (a) to suspend usernames and password access to the Services if at any time we think that there has been or is likely to be a breach of security; and
- (b) To ask you to change any or all of the usernames and passwords you use in connection with the Services.

13.4 You must inform us immediately of any subsequent changes to the information you supply to us when you register for the Services.

13.5 You acknowledge and affirm that the Services, including but not limited to internet related Services, are not secure and we do not guarantee the prevention or detection of any unauthorised attempts to access the Services.

13.6 You shall be liable for any unauthorised use of usernames and passwords by third parties if this use is due to you failing in keeping them confidential or in implementing safety measures to prevent and detect any unauthorised use of usernames and passwords.

14. Software

14.1 Where we provide software to you to enable you to use the Services, including backup and computer security services (“Software”), we grant you a non-exclusive, non-transferable, revocable licence to use the Software solely for the term and the purposes of the Agreement. You acknowledge and affirm that you use this Software at your own risk. You agree to use the Software in accordance with its applicable end user license agreement, which you will be required to accept in order to install the Software.

14.2 Any Software provided to you as part of the Services is provided for your use only. You must not re-sell, rent, transfer, assign or sub- license the Software to anyone else. You may make one copy of the Software for back up purposes, but are not otherwise allowed to copy, decompile or modify the Software (in whole or in part) for any purpose unless specifically permitted by law. You may not adapt, transmit, distribute externally, play or show in public, broadcast or publish any part of the Software. Except as permitted by applicable law or as expressly permitted under this Agreement you must not copy, de-compile or modify the Software (in whole or in part) or copy the manuals or documentation (in whole or in part).

14.3 We may offer updates or modifications to the Software or documentation and we will notify you of any applicable charges for such updates or modifications at the time we offer them to you.

15. Equipment

15.1 We may sell or provide subsidised Equipment to you. The Equipment is designed for use with the relevant Services in accordance with the Agreement and usually includes 12 months manufacturer warranty (or as otherwise specified in the manufacturer’s warranty).

15.2 **Equipment & Software Finance.** If you wish to finance the Equipment and/or Software, we will introduce you to our preferred finance provider. Equipment finance is provided by CF Corporate Finance Limited (Company number 05414774) (“CF Corporate”) and you will be entering into a finance agreement directly with CF Corporate Limited. If you choose to use Equipment and/or Software Finance, please note that:

- (a) Your application may be subject to a credit check;

- (b) Finance will be made available subject to CF Corporate standard contract terms and subject to you providing all relevant information;
- (c) You will not own the Equipment/Software until you have completed all relevant payments;
- (d) For the duration of the finance agreement you must:
 - (i) Not sell or give it away;
 - (ii) In case of Equipment keep it insured for full replacement value;
 - (iii) Keep Equipment in good condition and repair;
- (e) If you fail to make payment under the finance agreement, CF Corporate may:
 - (i) End the agreement in which case you will be required to pay immediately any outstanding sums;
 - (ii) Charge you late payment interest and additional charges;
 - (iii) Details of your failure to pay may be added to your record with credit reference agencies. This may make it more difficult or expensive for you to obtain credit in the future;
 - (iv) Issue legal proceedings against you.

15.3 When you become responsible for the goods. Equipment and SIM cards will be your responsibility from the time we deliver the product to the address you provided to us during the order process.

15.4 You will promptly advise us by phone and in writing in the event of loss or theft of the Equipment.

16. *Consumer Customers Only. If there is a problem with Equipment or SIM cards*

16.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract.

16.2 In the event that your Equipment becomes faulty within its warranty period:

- (a) You shall notify us that the Equipment is faulty and follow our instructions (e.g. we may request you to return the Equipment to us by post). We will pay the costs of postage or collection.
- (b) We will either repair the faulty Equipment or provide you with a replacement Equipment (and, at our sole discretion, we may also send you a temporary replacement Equipment for specific Services).
- (c) Please call customer services on 03300 539 114 or email us at service@neatley.co.uk for a return label or to arrange collection.

16.3 In the event that your Equipment becomes faulty outside its warranty period you will be responsible for any fees connected to the repair or replacement of the Equipment.

16.4 Neither we nor the manufacturer accepts liability for any damage to the Equipment caused by you or by third parties even within the applicable warranty period. If on inspection we determine that the fault with the Equipment or the SIM card was caused by wilful damage or misuse of Equipment or SIM card, we may charge you for repair or replacement.

17. *Business Customers Only. If there is a problem with Equipment or SIM cards*

17.1 If you are a business customer we warrant that on delivery, and for the duration of the warranty period, the Equipment and SIM cards shall:

- (a) conform in all material respects with their description and any relevant specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by us.

17.2 Subject to clause 17.3, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 17.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,

we shall, at our option, repair or replace the defective product.

17.3 We will not be liable for a product's failure to comply with the warranty in clause 17.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 17.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- (c) you alter or repair the product without our written consent; or
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

17.4 Except as provided in this **Error! Bookmark not defined.**17, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 17.1.

17.5 These terms shall apply to any repaired or replacement products supplied by us under clause 17.2.

18. Customer Equipment

18.1 Any Customer Equipment you use in connection with the Services must be:

- (a) Technically compatible with the Services and must not harm our (or our suppliers) network or other user's equipment (or our supplier's equipment);
- (b) Connected using the applicable network termination point (in accordance with standard industry practice and with our instructions); and
- (c) Adequately protected by you against viruses and other breaches of security.

19. Repairs to the Services and Equipment

19.1 We will use reasonable endeavours to provide an uninterrupted service, but you acknowledge and agree that from time to time faults may occur, including faults (such as intermittent faults) which may recur and have no identifiable cause.

19.2 If you report a fault in a Service, we (or our subcontractors) will repair the fault in accordance with the relevant Care Levels (where the fault is connected to Phone and Broadband Services), with the relevant Service Schedule or as we notify you in writing.

19.3 Repairs to our Phone and/or Broadband Services:

- (a) BT Openreach™ will continue to have responsibility for maintaining your landline and fix any faults that may occur. We will use reasonable endeavours to correct any defect or fault in our Phone and Broadband Services or to report the defect or fault to BT Openreach™ (or to the relevant suppliers responsible for fixing such defects or faults). Customer Service & Fault Notification: 0161 667 3280.
- (b) If you have broadband on the landline and we are not providing this service to you, your broadband provider is responsible for repairing broadband faults. You are responsible for notifying the fault to your broadband provider (although, we may, at our sole discretion, report the fault to the party responsible for the service).
- (c) We will not be responsible for any faults arising from Customer Equipment. We may charge you a call out charge at our then current rates which can be found on our Website, if we send an engineer to your premises and it transpires that the fault or failure is on your Customer Equipment and not in our Services, or is caused by accidental damage (or where an engineer attends and finds no fault).
- (d) The speed with which faults are repaired on your line depends on the Care Level applicable to you. As our Phone and/or Broadband customer you receive Care Level 1 as standard but you can pay more to receive an improved Care Level. Care Level repair speeds are set by BT Openreach™ and may vary. The current repair times and prices of the different Care Levels available can be found on our Website.

20. Price & Payment

20.1 Where to find the price for the Services. The price of the Services will be the price set out in our Price and Tariff Guide on our Website (or as otherwise notified or made available to you).

- (a) ***Consumer Customers Only.*** The prices applicable to consumer customers will be clearly marked as such and shall include VAT.
- (b) ***Business Customers Only.*** The prices applicable to business customers shall be clearly marked as such and shall exclude VAT which shall be payable on the then applicable rate in addition to the price shown in the Price and Tariff Guide.

20.2 *Consumer Customers Only.* We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the Service Start Date, we will adjust the rate of VAT that you pay.

20.3 Each year, the charges for the Services will be subject to an annual increase by the Retail Price Index Rate (RPI) plus an additional 3.9% which is applied at the same time. If the RPI is zero or negative, we will only apply the 3.9%. RPI is a measure of inflation published by the Office of National Statistics. It measures the change in the cost of a sample of retail goods and services. The increased amount will take effect from April in each year.

20.4 Save for manifest error, charges are calculated from data recorded by us and our suppliers and not from your own records.

20.5 We will bill you monthly and your monthly invoice will normally include:

- (a) **in advance**, your line rental (where applicable), your fixed monthly charges (including inclusive call price plans, calls and Broadband bundles or Broadband packages), other recurring charges which are billed one month in advance or other charges which we request you to pay in advance; and
- (b) **in advance**, any monthly charges for your use of our Services which you do not have to pay in advance, included but not limited to calls outside any inclusive call price plan (e.g. minutes outside your monthly allowance or for additional services) which you incurred in the last period (normally the last month);
- (c) if relevant, in advance your fixed monthly charges for the Equipment;
- (d) if relevant, in advance a monthly maintenance charge depending on the Care Level we agree with you or if you are covered by the Business Assurance service;
- (e) we may also send you a separate invoice for any other charges not included in your monthly invoices including, but not limited to premium rate calls and text services and request you to pay any of these charges in advance, this is referred to as 'out of bundle services' please refer to clause 21 below and the Price and Tariff Guide on our

Website for more information. We may increase charges for out of bundle services at any time.

20.6 Additional Charges. Other than the charges outlined above, the following charges may apply:

- (a) If you do not opt-in to e-billing and prefer to receive your invoices by post, postal invoices shall be subject to a reasonable administration charge.
- (b) We may charge you an administration charge for payments tendered by means other than direct debit.
- (c) Where a direct debit is unpaid due to insufficient funds or direct debit cancellation, an administration charge will be included on your next monthly bill.
- (d) We will charge you a reasonable charge for restricting outgoing calls.
- (e) If you breach the Agreement (including any of your payment obligations), and as a result we suspend all or part of the Services or terminate the Agreement or any Service, we shall charge you a reasonable charge:
 - (i) Per fixed or mobile line we cease, should we terminate the Agreement (or any specific Service);
 - (ii) To reinstate Services suspended; or
 - (iii) To reinstate lines that have been ceased.
- (f) ***Business Customers Only.*** Save where the fault is with your Phone Services and you have taken our Business Assurance service, if we send an engineer to your Premises, we may charge you our then current Charges for the visit, or pass on to you the fees of any third party providers.
- (g) There may be a moving charge if you change the address and, where technically feasible and commercially practicable, you transfer the Phone Services and/or Broadband Services to your new address.

20.7 In the event that we have agreed to provide you with a bundle for all or part of the Services (e.g. Phone, Broadband and Mobile Services) and you terminate any of these Services, we will automatically apply to you our then current separate charges for any Services we continue providing to you.

20.8 When you must pay and how you must pay. You shall pay your invoices by monthly variable direct debit. We reserve the right to refuse any new customer not wishing to pay by direct debit. You are responsible for notifying us as soon as possible of any changes to you bank details that may affect your payment of the charges.

20.9 Arrears and/or unwillingness to maintain payment by direct debit may result in one or more of your Services being restricted and in the termination of your Agreement.

- 20.10** Cancellation of your direct debit does not constitute notice of termination of the Agreement by you, but we reserve the right to terminate the Agreement immediately if you cancel your direct debit for the payment of the Services and/or if you chose another payment method.
- 20.11** You are protected at all times by the direct debit guarantee as detailed in Clause 35 below.
- 20.12** You are responsible for and must pay the charges for the Services whether the Services are used by you or by someone else.
- 20.13** ***Business Customers Only. Our right of set-off.*** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 20.14** ***Business Customers Only.*** You will continue to pay the charges during any period of suspension, unless we confirm otherwise in writing.
- 20.15** **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Natwest Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 20.16** **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly, and in any event within 30 days from the date of the invoice, to let us know. After such period, any undisputed invoice will be deemed correct. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 20.17** ***Business Customers Only.*** If the amount disputed is less than 5% of the total the invoice, you must pay the full amount of any disputed invoice. If the disputed amount is more than 5% of the total invoice, you must pay the amount not in dispute in a disputed invoice.
- 20.18** **Credit Checks.** We reserve the right to perform a credit check on you with no prior given notice, and to pass your credit history with us on to other credit agencies and/or County Court.
- 20.19** We reserve the right to request a deposit, paid in advance, if:
- (a) Periodical credit checks reveal insufficient credit scoring or County Court Judgments against you for debts or non-payments or if unusual usage and call charges are incurred by you. In the event that you don't comply with our request within 14 days of notification by us, we reserve the right to terminate the Agreement and to demand full and final outstanding balance settlement with immediate effect; or
 - (b) We agree to provide you with a free line installation, in connection with Phone and/or Broadband Services, in return for you committing to an Initial Term or Renewal Term

as applicable. Such deposit will be released against your full payment of our first six months' invoices, or as otherwise specified by us in writing. No interest is payable by us to you on any deposit held by us under the Agreement.

- 20.20** We may, at our sole discretion and at any time, impose a credit limit on your account or amend it. If you exceed any such credit limit we may demand immediate payment of all the charges incurred by you up to this moment and/or suspend the Service. We will endeavour to notify you as soon as possible if any of these situations arise. You will still be responsible for all charges incurred including those exceeding the credit limit.
- 20.21** If you do not pay an invoice before the due date, we may instruct a debt collection agency to collect payment for you (including any interest and/or late payment charges) on our behalf. If we engage a debt collection agency to collect your debt, you must pay the reasonable costs we have to pay to such agency, which will be added to the amount you owe.
- 20.22** You acknowledge and affirm that, without prejudice to any other rights or remedies available to us under the Agreement, non-payment of any charges due to us under the Agreement, will be regarded as a material breach of the Agreement.
- 20.23** If the issuer of your payment card or direct debit does not, for any reason, authorise payment to us, we will not be liable for any delay or non-delivery of Equipment or Software.
- 20.24** ***Business Customers Only.*** You are solely responsible for paying any amounts due to us under the Agreement. We reserve the right to reject payment of any of the amounts you owe under the Agreement from any third parties (including without limitation the payment of any relevant Cancellation Fees from third parties).

21. Specific Charges for your use of the Phone Services

- 21.1** If we provide Phone Services to you, this Clause 21 will apply to you (in addition to Clause 20). You agree to pay and are responsible for paying the charges for the Phone Services and/or for any Equipment you purchase.
- 21.2** Charges for the Phone Services will be incorporated into your monthly invoice.
- 21.3** Unlimited local & national inclusive call price plans are available to businesses only and not to residential customers.
- 21.4** The inclusive minute allowances specified in your call price plans will be deducted in one minute increments (with any part minutes rounded up to the nearest minute).
- 21.5** Call Charges for calls outside of your inclusive minute allowances (both UK and international) will then be rounded up to the nearest whole penny and will be charged to you at our then

current rates specified in our Price and Tariff Guide. In addition, a per call connection charge will apply.

- 21.6** All unlimited plans connected to our Phone Services are subject to our Fair Use Policy.
- 21.7** In the event that you exceed the limits included in our Fair Use Policy:
- (a) We will charge you our then current call charges; and
 - (b) We reserve the right to switch you to a more appropriate tariff or call price plan at any time, to suspend the Phone Services or to terminate this Agreement with immediate effect.
- 21.8** Local & national calls are numbers beginning 01 and 02 and 03 only and do not include non-geographic numbers (0845, 0870 etc) premium rate numbers (09xx) and Internet access numbers.
- 21.9** Mobile call rates refer to calls from your landline to Vodafone, O2, EE (T-Mobile and Orange) and Virgin only. It does not include calls to Three (unless otherwise stated in your tariff), Lyca or Lebara mobiles or any mobile virtual network operator not based on the UK GSM cellular networks. If your tariff includes minutes to UK mobiles the same applies.
- 21.10** Connection charges will apply to all calls except to calls which are part of an inclusive call price plan or calls to free-phone numbers as specified in our Price and Tariff Guide.
- 21.11** Unused minutes or texts on tariffs with an inclusive minute allowance **do not roll-over** to the next month and you shall not be entitled to any form of rebate for any unused element of allowances or bundles.
- 21.12** If a call price plan has a minimum monthly spend, the minimum monthly spend will be charged in the event that usage charges are below the minimum monthly spend. The minimum monthly spend will also be considered a recurring charge (line rental) for the purposes of calculating Cancellation Fees.
- 22. Specific Charges for your use of the Broadband Services**
- 22.1** If we provide Broadband Services to you, this Clause 22 will apply to you (in addition to Clause 20).
- 22.2** The Charges applicable to the Broadband Services will normally be included in the charges you pay for our bundled Services or will otherwise be specified to you separately in your monthly invoice.

22.3 We will apply a monthly charge if your telephone line is incompatible with our Next Generation Network or if the telephone exchange that serves your telephone line has not been upgraded to support our Next Generation Network). Our current charge is listed on our Website.

23. Allocation and Number Portability

23.1 We will use reasonable endeavours to provide number portability to you, as soon as reasonably practicable and on reasonable terms, when you request so and provided that:

- (a) There are no technical or physical reasons preventing the portability of the number(s) requested by you; and
- (b) You undertake to pay our charges for such number portability if applicable.

23.2 If you sign up to the Phone Services and you request to transfer your number from another telephone provider, we will use reasonable endeavours to do this if reasonably practicable and provided that your existing telephone provider agrees to release the number. If it is not reasonably practicable, we will provide you with a new number(s).

23.3 Any telephone numbers allocated to you by us (if any) do not belong to you. You accept that you do not acquire any rights whatsoever in such telephone numbers and you must make no attempt to apply for registration of the same as a trademark, service mark, or domain name whether on its own or in conjunction with some other words or trading style. You are not entitled to sell or agree to transfer to a third party any telephone number allocated to you by us.

24. Access to your Premises

24.1 To enable us to carry out our obligations under the Agreement, you must provide to our representatives and to any of our suppliers, agents or subcontractors access to your premises at all reasonable times, including without limitation access for the purposes of installation, inspection, maintenance, replacement, upgrade or removal of a phone line, an internet access connection or any equipment associated with it (including but not limited to the Equipment).

24.2 ***Business Customers Only.*** We or our suppliers, agents or subcontractors will comply with the reasonable policies or regulations applicable in the premises provided that you notify us in writing of such policies and regulations reasonably in advance.

24.3 ***Business Customers Only.*** You shall provide a safe and suitable working environment for our employees, agents, suppliers or subcontractors at the premises at all times. You shall inform them in advance of any health and safety policies applicable on the premises.

25. Moving Address

25.1 We will provide the Phone and Broadband Services at the premises you specify when you order these Services.

- 25.2** If you move to another address within our service area, you may ask us to provide the Services to your new address (and you must give us 30 days prior notice before the move). We cannot guarantee that we will be able to provide you with the Services at your new address; will carry out a line check in your new address.
- 25.3** If you move to another address before the end of any applicable Minimum Term (or Renewal Term), Cancellation Fees will apply to you, unless you agree to keep receiving our Services at your new address and we agree, and are able, to provide these Services in your new address.
- 25.4** If we agree to provide the Services to your new address, you may have to pay a service transfer charge as specified in our Price and Tariff Guide.
- 25.5** Where required, we will send you a new contract for the Services that we will provide to you in your new address and your charges will be adjusted accordingly.
- 25.6** You may not be able to keep your phone number if you move to a new address.

26. Suspension of the Services

- 26.1 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of Services (without being liable to compensate you):
- (a) In the event of a local or national emergency;
 - (b) To comply with a request from a government or other competent authority;
 - (c) To protect or provide services to rescue or other essential services or otherwise;
 - (d) To maintain the quality of our Services and/or those of our suppliers;
 - (e) If an event affecting our ability to provide the Services occurs which is beyond our reasonable control;
 - (f) If we have good reason to suspect fraudulent activity or misuse of our Services, the Equipment or any other materials;
 - (g) if we reasonably believe that any of the Services we provide to you is being used in breach of Clauses 9.3 and 9.4 (this applies even if you are unaware that the relevant Service is being used in such a way); or
 - (h) ***Business Customers Only.*** If you cease to do business; or have bankruptcy or insolvency proceedings brought against you; or make an arrangement with your creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of your assets; or you go into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law.

- (i) During scheduled periods of downtime where necessary for operational reasons (connected to us or to our suppliers) such as repair, maintenance or improvement of the Services (or software connected to the Services).

26.2 We will restore the Services as soon as we reasonably can after suspension.

26.3 ***Consumer Customers Only. Your rights if we suspend the supply of Services.*** We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services for longer than 24 hours in any 28-day period we will adjust the price so that you do not pay for the Services while they are suspended. You may contact us to end the contract for a Service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 24 hours in any 28-day period and we will refund any sums you have paid in advance for the Service in respect of the period after you end the contract.

26.4 **We may also suspend supply of the Services if you do not pay.** If you do not pay us for the Services when you are supposed to. We may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice. We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments.

26.5 Unless specified otherwise (such as in our Price and Tariff Guide), if you want to end the Agreement during the Minimum Term or we end this Agreement as a result of your material breach, then you will have to pay an early termination charge which will be equivalent to your monthly Service charges multiplied by the number of months left in your Minimum Term, including VAT (calculated at the prevailing rate).

26.6 Where you have entered into a finance agreement in respect of Equipment and/or Software, suspension of Services does not in any way affect your obligation to continue to make payments under the finance agreement.

27. Your right to End the Contract

27.1 **Prior to the end of any relevant Minimum Term (or, where applicable, before the end of a Renewal Term).** You can end the contract before the end of the Minimum Term (or where applicable, before the end of a Renewal Term), but you may have to pay us compensation. If you want to end a contract before the Minimum Term or Renewal Term, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you):

- (a) the Cancellation Fee for the net costs we will incur as a result of your ending the contract; plus

- (b) our then current charges for any Equipment provided to you free of charge (or, where applicable, an amount equivalent to any subsidy provided by us to you for your purchase of any Equipment); and
- (c) in respect of any Equipment and/or Software which is subject to finance agreement, all sums which are outstanding or which remain due and payable under such finance agreement; and
- (d) any promotional credits or subsidies applied to your account.

27.2 After the end of any relevant Minimum Term (or, the end of a Renewal Term). You shall be entitled to terminate any Service any time after the end of its relevant Minimum term (or after the end of a new Renewal Term) by giving us at least 30 days' written notice.

27.3 You shall be entitled to terminate the Agreement immediately without being liable to pay the amounts specified in Clause 27.1 above if:

- (a) We breach a material term of this Agreement which, after your written notice to us, we have not rectified within 30 days;
- (b) You give us notice to end the Agreement in accordance with Clause 6.2;
- (c) We are not able to provide you with the Services because we cease to do business, unless a suitable supplier takes over the provision of the Services and agrees to keep providing the Services in similar terms as the terms of this Agreement; or
- (d) We are in breach of a material term of the Agreement and we have:
 - (i) Bankruptcy or insolvency proceedings brought against us; or
 - (ii) make an arrangement with our creditors (other than where solely for solvent amalgamation or solvent reconstruction); or
 - (iii) A receiver, administrative receiver or administrator is appointed over any of our assets; or
 - (iv) We go into liquidation; or
 - (v) A notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or
 - (vi) There is a corresponding event under Scottish law.

27.4 *Business Customers Only.* You shall not be entitled to terminate the Agreement in accordance with Clause 27.3(b) above, if:

- (a) A variation in the Agreement is imposed by law or by a governmental or regulatory authority;
- (b) We increase our Charges in line with VAT (or any other directly and specifically applicable taxation or regulatory levy, payment of which is compulsory).

- (c) We increase our charges or pass on to you price increases from our third party suppliers and in a way permitted under any applicable legislation, regulation or guidance.

27.5 How to end the contract with us. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 03300 539 114 or email us at service@neatley.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

28. Our right to End the Contract

28.1 We may end the contract if you break it. We may end the contract for a Service at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services;
- (c) you do not, within a reasonable time, allow us access to your premises to supply the Services;
- (d) you are in breach of clauses 9.3 and 9.4, clause 14 or clause 18.

28.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause [28.1](#) we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you a Cancellation Fee as compensation for the net costs we will incur as a result of your breaking the contract plus any sums which are due from you in respect of any Equipment and/or Software.

28.3 We may withdraw the Services. We may write to you to let you know that we are going to stop providing the Services. We will always endeavour to give you as much notice in advance of our stopping the supply of the Services as possible and where possible we will aim to give you 30 days' notice and will refund any sums you have paid in advance for Services which will not be provided.

29. Effects of Termination

29.1 On termination of the Agreement:

- (a) All the Services shall be terminated, unless you or we terminate only one part of the Services in which case this clause shall apply as it relates to the terminated Service

only and the rest of the Agreement will remain in force as it relates to the Services not affected by termination;

- (b) All Service Schedules will automatically terminate;
- (c) Any licence granted to you by us or by our licensors shall immediately cease, and you must immediately stop using the Services;
- (d) You will immediately pay any outstanding invoices and interests. In respect of Services supplied for which no invoice has been submitted, we may submit an invoice, which shall be payable by you immediately on receipt;
- (e) We may require you to return the relevant Equipment at your own cost (unless you are terminating pursuant to Clause 6.2). If you do not return the Equipment in good working condition (fair wear and tear excepted) or do not return the Equipment at all, then you may be charged for the Equipment at our then current charges (or if these charges are not specified, you shall pay to us an amount equal to the full market replacement value of the Equipment);
- (f) Where relevant, settle any outstanding finance under the relevant finance agreement; and
- (g) Unless the Agreement or a relevant Service Schedule states otherwise, we may delete all your Content and customer data (including any emails stored on the relevant Services). You are responsible for arranging a back-up of such Content and data.

29.2 *Business Customers Only.* Where a Service is terminated by us as a result of your breach of this Agreement or by you for convenience, charges (or any portion thereof) that are invoiced in advance will not be refunded. We will refund any money owed to you, and return to you the balance of any amounts held on deposit on behalf of you, after first deducting any amounts you owe to us under this Agreement or under any other agreement that we have with you.

29.3 Save as expressly set out in this Agreement, termination of this Agreement shall be without prejudice to any other rights or remedies either you or we may be entitled to under this Agreement or at law and shall not affect any statutory or accrued rights or liabilities of you or us. The termination of this Agreement for whatever cause shall not affect any provision of this Agreement which is expressed or by implication intended to survive or operate in the event of termination of this Agreement.

29.4 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the Services including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

29.5 *Consumer Customers Only. When we may make deduction from refunds if you are a consumer exercising your right to change your mind.* If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed

your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

29.6 Consumer Customers Only. When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then either within 14 days from the day on which we receive Equipment back from you or within 14 days of your telling us you have changed your mind.

30. Consumer Customers Only. Our responsibility for loss or damage suffered by you

30.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

30.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

30.3 We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

31. Business Customers Only. Our responsibility for loss or damage suffered by you

31.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

31.2 Except to the extent expressly stated in clause [17.1](#) all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

31.3 Subject to clause [31.1](#):

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
- (i) loss of income;
 - (ii) loss of profit or contracts;
 - (iii) business interruption;
 - (iv) loss of the use of money or anticipated savings;
 - (v) Loss of information;
 - (vi) Loss of opportunity, goodwill or reputation;
 - (vii) Loss of, damage to or corruption of data;
 - (viii) Any loss or damage that is not foreseeable by us;
 - (ix) Cost of procurement of substitute goods or services; or
 - (x) Any indirect, special or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise or, whether any such losses could be reasonably foreseen by us or not or if even if we have been advised of the possibility of such damages; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall for any one incident or series of related or unrelated incidents within a period of 12 months, be limited to the annual charges paid by you to us in the 12 months immediately prior to the relevant incident(s) (or if the Agreement was in force for less than 12 months when the liability arose, the charges paid by you from the Effective Date to such date).

32. Warranties

32.1 You warrant that:

- (a) You have the authority to enter into this Agreement;
- (b) You will comply with any legal and regulatory requirements applicable to the Services provided under this Agreement;
- (c) *Business Customers Only.* You will comply with all consumer and other applicable legislation, regulations, instructions or guidelines issued by regulatory authorities and relevant licences which relate to the provision of the information on your website including those notified by us to you.

32.2 Other than as expressly set out in this Agreement and to the greatest extent permitted by law, we make no representations or warranties with respect to the Services, or the performance of

our obligations hereunder, and expressly exclude such representations and warranties, whether implied, statutory or otherwise to the maximum extent permitted by law.

32.3 In particular, but without prejudice to the generality of this Clause 32, you acknowledge and accept that:

- (a) We do not warrant that the Services will be available to you error-free, at any particular time or continuously; and
- (b) We are not responsible for any loss of or disruption to the Services due to failure of a carrier network, broadband provider or internet service provider, to the maximum extent permitted by law.

32.4 While certain precautions have been taken to detect computer viruses and ensure security, we do not warrant that our Services are virus-free and secure. To the maximum extent permitted by law, we shall not be liable for any loss or damage which occurs as a result of any virus or breach of security.

32.5 We do not warrant that our Services will be compatible with your computer systems, software and/or hardware.

33. Monitoring and Recording Calls and Data Protection

33.1 We may monitor and record calls relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our services.

33.2 We may contact you before, during and after the term of this Agreement in order to administer, evaluate, develop and maintain our Services.

33.3 We operate in accordance with the Data Protection Act 2018 and in accordance with our Privacy Policy available on our Website.

33.4 ***Business Customers Only.*** You are also required to comply with all data protection legislation. In addition, you must maintain all required registrations, including those reasonably requested by us to enable us to process your personal data in connection with our performance of our obligations under this Agreement.

33.5 We may use and/or disclose your personal information for the following purposes:

- (a) Processing your application (which may involve credit checking by a licensed credit reference agency who may record that a credit check has been made and disclosing certain personal and account details to a bank for the purposes of setting up a direct debit account);
- (b) Providing or arranging for third parties to provide any part of the Services including, without limitation, customer care/help desk facilities and billing you for the Services

(which may involve disclosing your information to third parties solely for those purposes);

- (c) To inform you about other Neatley products or services, or products and services from our group of companies unless you opted out to this during the application process or you notify our customer services in writing, signifying that you do not wish to receive this information from us;
- (d) To disclose all or part of your personal data to a regulator (e.g. Ofcom or, the Information Commissioner Office), a court, or to a public body to comply with any regulatory, government or legal requirement; and
- (e) To communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of our customer base (including you) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party.

33.6 We shall be entitled to make your name, address and telephone number available to the emergency services.

34. Other important terms

34.1 Complaints. We make every effort to ensure that our customers are happy with the level of service they receive from us. However, despite our best efforts, things can go wrong. We take customer complaints very seriously and aim to resolve them quickly and efficiently. If you have a complaint about any part of our service, please contact our customer service team or refer to our complaints code of practice posted on our Website. You can also request a copy from our customer service team.

34.2 Intellectual Property Rights. Any patents, design rights, know-how, copyrights, trademarks, the right to use Software and all other similar intellectual property proprietary rights (whether registered or unregistered) worldwide relating to the Services, including but not limited to backup and computer security Software packages, or arising during the development of the Services, belong to us or to a relevant third party.

34.3 Force Majeure. Neither you nor we will be liable to each other for any failure to deliver the Services or for any breach by it of this Agreement, where such failure or breach is due to a reason outside the reasonable control of the party affected, including, but not limited to any act of God, reduction or failure of power supply, reductions or failures of other telecommunication operators, internet providers or communication suppliers, physical obstructions, atmospheric conditions and other causes of radio interference, acts or omissions of national or local government authority, war, act of terrorism, military operation, riot or delay, employee dispute, pandemic, epidemic or supply of equipment by third parties. If such failure to deliver continues for more than 3 months after the commencement of such failure, then either you or we may terminate this Agreement on notice in writing to the other party.

- 34.4 *Business Customers Only.*** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute you or us the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party.
- 34.5 *We may transfer this agreement to someone else.*** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.
- 34.6 *You may not transfer this agreement to someone else.*** This agreement is personal to you and you may not transfer your rights or your obligations under these terms to another person.
- 34.7 *Nobody else has any rights under this contract.*** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 34.8 *If a court finds part of this contract illegal, the rest will continue in force.*** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 34.9 *Even if we delay enforcing this contract, we can still enforce it later.*** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 34.10 *Consumer Customers Only - Alternative dispute resolution.*** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Communication & Internet Services Adjudication Scheme (“CISAS”) managed by Centre for Effective Dispute Resolution via their website at <https://www.cedr.com/consumer/cisas/>.
- 34.11 *Consumer Customers Only.*** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

34.12 *Business Customers Only.* If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

35. The Direct Debit Guarantee

35.1 This guarantee is offered by all banks and building societies that take part in the direct debit scheme.

35.2 The efficiency and security of the Scheme is monitored and protected by your own bank or building society.

35.3 If the amounts to be paid or the payment dates change we will notify you 10 working days in advance of your account being debited or as otherwise agreed.

35.4 If an error is made by us or your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid.

35.5 If you receive a refund you are not entitled to, you must pay it back immediately when we ask you to.

35.6 You can cancel a direct debit at any time by writing to your bank or building society. Please also send a copy of your letter to Southmoor House, Southmoor Road, Manchester M23 9XD and email at support@neatley.co.uk or provisioning@neatley.co.uk