

Beebu Broadband General Terms and Conditions

These terms set out the agreement between:

You ('the customer', 'you' or 'your') and;

Beebu Telecom Limited (Company Registration Number 08635537) of **1 Barnes Wallis Road, Fareham, PO15 5UA** ('us', 'we' or 'our')

| Conditions | Agreement Reference | Description |
|------------------------------|---------------------|--|
| Our details | BeeBu | 1 Barnes Wallis Road Fareham Hampshire PO15UA |
| Our email | | servicedelivery@beebu.co.uk |
| Our Services | 7.1 | Your Order Confirmation will detail the specific Services you have chosen, additionally, you will be able to refer to your Contract Information and Contract Summary documents which were available to download and provided by email prior to agreeing the Service. |
| | 5 | We will always look to provide Services which are of high quality, however due to the nature of the Services being provided we cannot provide a guarantee that there will be no interruptions to the Service or that they will be free from errors. Services are provided absent of a guarantee of any kind and on an "as is" basis. |
| Broadband Speed Guarantee | 9 | We are not currently signed up to the Ofcom Broadband Speeds Voluntary Code of Practice. However, if your Service performs consistently below your Minimum Download Speeds and we cannot resolve it within 30 days, you can end your Services with us, only paying for Services used to date and without penalty or Early Termination Fees being applied. You can find the speeds on your Contract Information and Contract Summary Documents and Order. |
| Provisioning of your Service | 11.1 | We will provide you with your activation date as soon as possible after you place your order. We will do our best to meet this date, but all dates are estimates and we cannot guarantee that they will be met. |



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| Price of your Service | 1.1 | The price of your Service is detailed on the provided order confirmation you agreed. |
| Duration of your Service | 2.1 | The duration of your contract is the length of time you agree to taking a Service. You will receive confirmation following the placement of your Order. The duration can be found on your Service Order, Contact Information, and Contract Summary which is provided by electronic means in a durable medium. |
| Renewal of your Service | 18 | Unless a new contract term for a new Service is entered into, once your initial committed contract duration has expired, your Service will continue to be provided on a monthly rolling basis. |
| Ending of your Service | 11.6 | <p>Should you wish to cancel your Broadband Services you have fourteen days ("Cooling-off period") from the later of either: (a) the day after the delivery of the Equipment; (b) the service start date; or (c) the day you receive your agreement. If you cancel your agreement during the 14-day cooling off period, you acknowledge to pay for the supply of Services that you receive.</p> <p>Outside of your 14-day cooling off period, if you want us to stop providing the Services you will need to give us at least 30 days' notice as set out in these terms and conditions. You can end your contract if we make a change to the contract (including to our charges) that is not permitted by our terms and conditions and is not to your benefit without having to pay an early Termination Fee. We will give you at least 30 days' notice if we are going to make a change that would give you this right. There are circumstances in which we are permitted by our terms and conditions to make changes without giving you a right to end your contract. These are explained in the contract. You may still be required to pay for Equipment or devices you have purchased if you use this right to end the contract.</p> |
| Fees applied for ending your Service | 13.7, 13.8 | We calculate your Termination Fees, by adding together all Rental Charges (excluding any usage related charges) for the remainder of your Minimum Period, taking into account any regular recurring discounts that were added to your account under your Agreement with us. to get the final balance. VAT is then charged at the prevailing rate. All prices shown include VAT at the prevailing rate. |
| Payment for your Service | 13 | We will bill you monthly by email on the date agreed at the |



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| | | <p>time of ordering. We would prefer you to make your payments by direct debit, but we will also accept payments by BACS faster payment, credit or debit card. If you pay by direct debit we request your payment 7 calendar days before the due date on your invoice.</p> <p>You must pay our bills by the due date stated on your bill. If you have any problems paying your bill you can contact accounts@beebu.co.uk</p> |
| Annual Price Increase (In-contract) of your Service | 15.1, 15.2, 15.3 | <p>During your Contract Term, we'll only adjust the monthly amount you pay for your Services and increase the price by the Retail Price Index (RPI) rate of inflation. We will not add an additional annual percentage increase.</p> <p>If we increase your price by RPI: Using January 2024 RPI increase of 4.9%, if you normally paid £40 for your Service in 2023, your new monthly price would be £41.96p from April 2024 using account the percentage increase. If the RPI is negative, an increase will not be applied.</p> |
| Annual Price Increase (Out of contract) of your Service | 15.4 | <p>At the end of your commitment and allowing a minimum of 30 days' notice, we may adjust your monthly amount you pay for your Services, this will be to reflect the Retail Price Index (RPI) rate of inflation, or the price increase we receive from our suppliers who provide the infrastructure for your Services, whichever is higher.</p> <p>Please see 'Ending of your Service'.</p> |
| Interruption of your Service Emergency Services | 20 | <p>We will take all the necessary measures to ensure your Services are maintained and unaffected, however in the event of a Force Majeure event leading to a power failure and disruption to the network, if you rely on your Broadband and/or Router for contacting Emergency Organisation's will be unavailable if using the internet to make phone calls, such as VoIP.</p> |
| Complaints relating to your Services | 18 | <p>We're dedicated to treating all our customers fairly and we do this by listening to your feedback. We're not perfect and we realise that sometimes we make mistakes, but we always aim to reach a swift and satisfactory resolution. If you're not completely happy with our service, please let us know as soon as you can. We'll do our best to put things right, so you can carry on enjoying your Services again. Please visit https://www.beebu.co.uk/about-site/how-to-complain/ for more information.</p> |



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| Automatic Compensation | 10 | If we fail to meet the Service Level Agreements (SLA's), we will provide compensation to you. For full details of the compensation provided, please clause 10 of these terms or visit our website www.beebu.co.uk |
| Accessibility & Vulnerability | 20 | Ensuring all customers can use our Services and best understand our communications is important to us. Whether during onboarding or whilst using our Services, we will always look to adapt our communications and methods to support the needs of customers who may be vulnerable or have accessibility requirements. Please visit https://www.beebu.co.uk/accessibility-vulnerable-customers/ |
| Personal Information | 19 | Our privacy policy sets out how we collect, use and share your information. It describes your rights and how you exercise them. Please visit https://www.beebu.co.uk/about-site/privacy-cookies/ for more information. You need to provide us with some personal information before we can set you up with certain products or Services. This applies when you register for or buy a product or service from us. If you don't provide us with the correct information, we may be unable to provide you with the product or service you want to order. |



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You ('the customer', 'you' or 'your') and;

Beebu Telecom limited (Company Registration Number 08635537) of **1 Barnes Wallis Road, Fareham, PO15 5UA** ('us', 'we' or 'our')

In connecting and using our Services you agree to these Beebu Broadband General Terms and Conditions, so read them carefully as they apply to your chosen Services. Should you have any questions about these terms and conditions please contact us at hello@beebu.co.uk

1. Service Orders

- 1.1 We agree subject to acceptance of an Order, to supply you Services in that Order under acceptance of these Beebu Broadband General Terms and Conditions, and at the Charges specified in your Order Confirmation.
- 1.2 All Services shall be subject to this Agreement.
- 1.3 Ordering Services can be made either by calling our agents on the numbers provided, our website and via any other methods made available to you by us.
- 1.4 We can only provide Services at a fixed residential location and are not able to provide Services on a basis less than 12 months.
- 1.5 Once an Order is placed you will be notified by email, confirming acceptance. The agreement with you begins on the date and time you receive acceptance of your Order from us.
- 1.6 We are not obligated to accept your order or provision Services until you receive email acceptance of your Order and we have received initial charges which fall due for the Services.
- 1.7 Services will only be provided/Installed subject to your compliance with the following clauses:
 - (a) Where applicable a completed and accepted residential survey
 - (b) Receipt of payment of an Excess Construction Charge (ECC) where applicable, following a residential survey. ECC charges will always be provided prior to any Installation or Services being provided.
- 1.8 If a survey shows we cannot provide our Services to your property, we may cancel any installation date and terminate the Agreement. We will not have any further liability to you but will refund any payments you may have made for the Services prior to installation.



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1.9 We will notify you as soon as possible if we require access to your property or a neighbouring property to activate your service or install any Equipment and you agree to give us access and any information, we might need from you to provide the Services and Equipment.

2. Contract Duration

- 2.1 We will provide you with and charge you for the Services and the Equipment for a minimum period. This minimum period starts from the date your service is activated.
- 2.2 Your statutory right to cancel is unaffected by any terms relating to the Contract Duration, as set out in clause 17.1 and you are entitled to cancel your order during the minimum period, provided you are inside the statutory cancellation period set out at clause 17.1.
- 2.3 The contract duration for your service will be:
 - (a) notified to you when you place your order; and
 - (b) provided in your Contract Information and Contract Summary Documents; and
 - (c) Your Service Order Confirmation.
- 2.4 Once the Minimum Period has been fulfilled at the end of your contract duration your service will be moved onto a 30-day rolling monthly contract.

3. Installation and Home Visits

- 3.1 If applicable, before a home visit and Installation to your property can take place, which includes running a cable from the street port to your property, you must:
 - (a) Complete a Wayleave Agreement, which grants Network Providers who provide the infrastructure and, or their trusted installation partners access to land and permission to install and maintain the necessary Equipment across the grounds of the property; or
 - (b) make arrangement with the freeholder if you don't own the freehold to the property which Service are being requested, to gain the acceptance in writing; and
 - (c) be present at the during the period the engineer is at your property; and
 - (d) accept any minor alterations which may be required to provide Services to your property; and
 - (e) gain consent from neighbours in the circumstance where a shared driveway or equivalent exists; and



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- (f) consent to us, the Network Provider or their trusted installation partners installing and keeping network Equipment at your property, such as a fibre connection box, fibre optic cable and router.
- 3.2 In some cases we will ask you to install Equipment yourself, where this is the case we will give you a guide on how to do this and will be available to support and troubleshoot via hello@beebu.co.uk or by calling us.
- 3.3 During installation, you may lose your internet or telephony services for a period, normally not exceeding 24 hours, for example if you are transferring from another service provider.
- 3.4 It may be required to visit your property to
 - (i) install the Services or Equipment
 - (ii) carry out routine repairs or upgrades; or
 - (iii) respond to an enquiry regarding a potential fault with the Services or Equipment.
- 3.5 During a visit, should you require any equipment we haven't provided, we won't be responsible for connecting it (for example a computer or gaming console).
- 3.6 We will agree an appointment date with you, but we may have to change the date in which case we will try to give you as much notice as we can.
- 3.7 You must give us a minimum of 3 days' notice if you need to change or cancel a Home Visit.

4. Home Visit and Installation Charges

- 4.1 We may charge you for an engineer's visit if:
 - (a) you provide an incorrect property address; or
 - (b) you fail to give 3 days' notice to cancel the visit under clause 3.7; or
 - (c) our engineer arrives at the property but you reject the work to be carried out; or
 - (d) our engineer arrives at your property and is unable to enter due to external or internal factors leading to refused access, which could have been avoided, should we have been notified by you; or
 - (e) there is no one over 18 years old present and authorised by you to make decisions in relation to our Services and Equipment; or
 - (f) you report a fault, but the engineer discovers the fault was not due to our Services or Equipment or the reported fault was not found; or
 - (g) you cancel the Services agreed.



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4.2 You may be charged a fixed fee which you will agree in writing prior to an engineer visit being fulfilled. The fee will only represent any costs we incur from the network supplier as a result of the reasons in clause 4.1.

5. Supply of Equipment and Services

- 5.1 We will provide the Equipment and Services in accordance with these terms until the Agreement either expires or is terminated by you or us.
- 5.2 We shall use all reasonable endeavours to meet any performance dates for the Services but any such dates shall be estimates only and time shall not be of the essence for the performance of the Equipment and Services.
- 5.3 We shall have the right to make any changes to the Equipment and Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of your Services, in any event we shall notify you.
- 5.4 We will always try to ensure that the Services are of a high quality but cannot not give any guarantee that the services will be uninterrupted or error free. Due to commercial, technical or reasons outside our control, a third -party network supplier may suspend or terminate their connection to the Services. You agree that a suspension or termination due to these reasons will not constitute a breach of the Agreement by us and that the Services can only be provided without guarantee (not including Broadband Speed Guarantee terms) and on an "as is" basis.
- 5.5 We warrant that Equipment and Services will be provided using reasonable care and skill.

6. Warranty, Repairs and Maintenance

- 6.1 We warrant that on delivery and whilst providing the Services, the Equipment will:
 - (a) Conform in all material respects with their description and any applicable specifications.
 - (b) Be free from material defects in design, material, and workmanship.
- 6.2 We will not be liable for the Equipment failure to comply with the warranty clause 6.1, if
 - (a) You make further use of the Equipment after giving notice in accordance with clause 6.3
 - (b) The defect arises because you failed to follow any instructions as to the storage, installation, commissioning, use or maintenance of the Equipment;
 - (c) You alter or repair the Equipment without us providing consent;
 - (d) The defect arises as a result of wilful damage, negligence, or abnormal working conditions and, or environment.



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6.3 Subject to clause 6.2, if:

- (a) You give notice in writing during the warranty period within a reasonable time of being made aware that the Equipment do not comply with the warranty set out in clause 6.1;
- (b) We are given a reasonable opportunity to examine the Equipment; and
- (c) You return the Equipment to the address provided, at our cost, and we will either repair or replace the defective Equipment or refund the price of the defective Equipment in full.

- 6.4 To maintain the quality and safety of our Services we may from time to time suspend, close down or restrict some or all of the Services to carry out repairs, maintenance or improvements. We will try to give you as much notice as we can before we do this. Unless it is an emergency, we will usually carry out repairs, maintenance, and improvements outside of peak usage times to minimise the impact on your use of the Services.
- 6.5 Except as provided in this clause 6 we will not be liable to you in respect of the Equipment failure to comply with the warranty set out in clause 6.3

7. Use of the Services

- 7.1 Under this agreement, use of the Services must be in good faith and in line with what would be considered to be typical usage the Service agreed.
- 7.2 You are responsible for the way the Services and Equipment we provide are used and you must comply with all applicable laws and instructions from us in relation to the Services and Equipment.
- 7.3 You cannot resell the Services or Equipment we provide you.
- 7.4 All passwords and usernames must be kept secure and confidential. You are not to change them without our permission or make them available to other people. Should your username or password become known to someone else you must advise hello@beebu.co.uk immediately.
- 7.5 Should we have reason to be concerned about unusual activity or access to your account we may notify you of suspending or changing your username and password from time to time.
- 7.6 You undertake that you will:
 - (a) Provide us with information in relation to this agreement and the Services we provide following a reasonable request; and
 - (b) obtain and/or pay for any third party services, permits or licenses required to connect and access our Services and Equipment. We may also require you to



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enter into a separate license agreement with the owner of any software we provide to you (as part of the services) where the software is not owned by us; and

- (c) inform us of any reliance on your existing Router or Broadband Service for emergency calls, social alarms or Telecare services; and
- (d) inform of any automated dialling system which you have set up (including, but not limited to, the reliability of such system and any call costs which may be incurred as a result of its use); and
- (e) the configuration of your internal network. Any interruption to the Services resulting from that configuration shall not be regarded as an interruption or suspension of the Services provided by us.

7.7 You may use the Services to link to other networks world-wide, provided that you comply, at all times, with any policies or terms and conditions imposed by the operators of such other networks.

7.8 You must not do any of the following acts or allow anyone else to do the following acts in relation to the Services and Equipment:

- (a) breach any applicable laws, commit fraud or any other criminal offence;
- (b) knowingly send, receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- (c) cause annoyance, inconvenience or anxiety to anyone else;
- (d) send or provide unsolicited advertising or promotional material or, knowingly receive responses to any spam, unsolicited advertising or promotional material sent by any third party;
- (e) copy or modify the software unless you are legally allowed to;
- (f) copy, redistribute or publish any material or information in breach of any rights of a third party (including intellectual property rights);
- (g) use the Services or Equipment in a way which could harm the Services or Equipment or which could negatively affect our business or reputation or our other customers;
- (h) breach any of our Policies or any other third-party licenses which apply to the Services or Equipment;
- (i) circumvent any security measures in the Services; or



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- (j) perform any unauthorised IP or port multicasting, spoofing, broadcasting, vectoring, filtering translation or routing.

7.9 You agree that we may:

- (a) modify any digital content we provide;
- (b) scan any IP addresses allocated to you for anything which may present a potential risk to the network or to other internet users; and
- (c) refuse or terminate the display of any material or information provided by you which we believe breaches any applicable laws or third party rights (including intellectual property rights).

7.10 If, as part of the Services, you are provided with web space to enable you to upload your own websites, you are responsible for any material on your websites and will indemnify us against any and all costs, claims, losses, expenses, damages, awards, proceedings, demands and other liabilities we suffer in connection with any material on your website.

7.11 If you breach our Agreement in any way we may, at our sole discretion, without notice or refund either:

- (a) suspend or terminate our Agreement;
- (b) make an additional charge; or
- (c) block access to or suspend any part of the Services or Equipment.

8. Faults and Reporting

8.1 Any fault with the Services or Equipment must be reported by you as soon as possible by contacting us:

- (a) by telephone on 03330 044 466; or
- (b) by e-mail sent to us at: hello@beebu.co.uk;

8.2 Reported faults relating to the Service or Equipment are acknowledged by you and it may take some time for us to resolve while the root cause is identified, and a remedy is provided.

8.3 You agree to the response times we provide you for us to investigate and resolve any fault with the Services or Equipment which may exist.

9. Broadband Speed Guarantee and your cancellation right

9.1 Your selected Service is covered by our Broadband Speed Guarantee, the guaranteed minimum speed is detailed on your Contract, Contract Information and Summary documents.



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9.2 You will have the right to end your Broadband Service without paying an early disconnection fee in the following circumstances:

- (a) Your actual download speeds provided from our Network to the Equipment provided falls below the minimum guaranteed download speed for 3 consecutive days or more; and
- (b) We are unable to fix the problem within 30 days of you reporting it to us.

9.3 Your use of the Services up to the point of termination still applies and will not be refunded.

10. Automatic Compensation Scheme

10.1 We will provide automatic compensation in the following circumstances:

- (a) Delays in activating your Service
- (b) Delayed repair following a Loss of Service
- (c) Missed appointment relating to the provisioning or repair of your Service

10.2 Compensation payable will be applied as a credit and made available within 30 days of the

- (i) Delay in activating your Service
- (ii) Delayed repair and
- (iii) Missed appointment in relation to the repair or provisioning of your Service.

10.3 Should we or you terminate or cancel your Service in accordance with this Agreement, then automatic compensation payments are only paid up until such termination or cancellation.

10.4 Should you or us terminate or cancel the Service and continue to experience issues described in clause 10.1, we will continue to apply automatic compensation during the notice period and up to 30 days',

10.5 We will not be required to pay compensation if:

- (a) You are at fault for the service failure or prevents the service issue from being resolved (based on evidence known to us), for example, not accepting the first available date for a repair or not allowing access to their premises and/or relevant Equipment, or not providing a safe working environment within the home for the engineer;
- (b) We reasonably believe that your report of a Total Loss of Service is fraudulent, frivolous or vexatious;
- (c) it is reasonably practicable for us to avoid an obligation arising to pay compensation due to the effects of an event for which emergency regulations have been made under Part 2 of the Civil Contingencies Act 2004;



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- (d) If the action required in order to avoid an obligation arising to pay compensation would or would be likely to be in breach of any law or regulation;
- (e) You have been found to have committed an offence under sections 125 or 126 of the Communications Act 2003;
- (f) You were in breach of the terms under which the affected Services are supplied; or
- (g) the fault is not in respect of the Service provided or it is caused by equipment otherwise not supplied by us or activity within the customer's home;

10.6 Subject to the exceptions in clause 10.5, We will not avoid payment of automatic compensation if the issue was caused by an event outside of the customer's or its own control.

11. Activation of Services

- 11.1 We will make our best efforts to activate the Broadband Services by the date provided to you following your Order confirmation, however we cannot guarantee that they will be met, and all dates are estimates, however the Automatic Compensation Scheme will apply where applicable.
- 11.2 During your Broadband Services being activated at your home, you may lose your telephone service for approximately 24 hours due to your existing connection needing to be adjusted to allow the Services to be accessed. We will always make any loss of telephone service as brief as possible, however at times when we need to work with a third party, it can make the timing of your connection outside of our control.
- 11.3 We cannot accept any liability for any costs, expenses, losses, damages or other liabilities (howsoever arising) which may incur as a result of the timing of the activation or the period of any loss of service referred to in clause 11.2 above.

12. Equipment

- 12.1 Title and ownership of any Equipment provided to you during the Agreement is ours, unless paid for by you in full separately or is otherwise stated to you in writing.
- 12.2 We cannot support any alterations to the Equipment. Equipment will be configured and tested to meet the Service requirements.
- 12.3 You are responsible for using the Equipment as instructed in information provided by us in relation to setup and use of the Equipment, including but not limited to:
 - (a) Keeping the Equipment secure and free from damage or destruction



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- (b) Using the Equipment in line with manufacturer's instructions and guidance issued by us
- (c) Ensuring the Equipment is not tampered with in any way
- (d) Maintaining appropriate software such as Anti-Virus protection
- (e) Performing updates to the Equipment where prompted
- (f) Identifying and using Parental Controls where appropriate if available.

12.4 If you believe the Equipment provided is faulty, you must notify us as instructed in clause 8 of this Agreement, so we can complete diagnostic and provide a remedy as soon as possible for you to make use of the Service.

12.5 You must tell us as soon as possible should there be damage or loss of the Equipment by contacting us at hello@beebu.co.uk any damage or loss to the Equipment is your responsibility and we may charge you up to £75 to replace Equipment such as a wireless router, including courier costs.

12.6 Should you cancel your Agreement with us, we may require you to return the Equipment to us, where we will either recycle the Equipment or dispose of responsibly under the WEEE Directive.

12.7 Should you upgrade your Agreement with us, we may require you to return any original Equipment to us, where we will either recycle the Equipment or dispose of responsibly under the WEEE Directive, otherwise the charge in 12.5 will apply.

12.8 Equipment not provided by us is not permitted without our authorisation, if authorized by us you will:

- (a) Ensure that the chosen equipment complies with all applicable laws, standards and regulations;
- (b) Only connect equipment which will not cause harm to the Network or Services;
- (c) Only connect equipment which will not cause harm to our other customers equipment;
- (d) Be solely responsible for any damage or loss to your equipment not supplied by us

13. Payment for your Services

13.1 You must pay the charges for our Services and Equipment as set out on your Order Acceptance.

13.2 You will receive bills on a monthly basis by email and via the portal or as agreed at the time of ordering.



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- 13.3 Standard payment collection is by Direct Debit, however we also accept payments by BACS faster payment, credit or debit card. Direct debit payments are requested 7 calendar days before the due date on your bill.
- 13.4 You must pay our bills by the due date on your bill. If you have any concerns or problems paying your bill, please contact us at accounts@beebu.co.uk as soon as possible.
- 13.5 We will usually send reminders to you for late bill payments. If you fail to make payment by the due date we may:
 - (a) terminate the Agreement, in whole or in part immediately on giving you written notice; or
 - (b) require you to make regular instalment payments in advance on account of any future charges; or
 - (c) suspend your service or take such other measures to restrict the Services; or
 - (d) recover payment as we may consider appropriate.
- 13.6 You agree that you will notify us as soon as possible of any change in your details including but not limited to your credit/debit card or bank account details. Should you terminate the Services, it is your responsibility to terminate any standing order with your bank.
- 13.7 Where you end the agreement outside 14 days and within the minimum term, we calculate your Fees, by adding together all Rental Charges (excluding any usage related charges) for the remainder of your minimum term, taking into account any regular recurring discounts that were added to your account under your Agreement to get the final balance. VAT is then charged at the prevailing rate. All prices shown include VAT at the prevailing rate.

14. Moving Home

- 14.1 We require at least 15 days to request the transfer of the Service, before you move addresses.
- 14.2 When we transfer an existing Service in conjunction with the moving of addresses, your current contract will be terminated.
- 14.3 Should we be able to provide Services to your new address, you will need to enter into a new contract with us for Services. You will still be liable to pay charges under clause 13.7 of this Agreement, which would fall due if we are unable to provide Services to your new address.

15. Changes to your Contract

- 15.1 In-Contract Term Price increases: During your Contract Term, we'll adjust the monthly amount you pay for your Services and increase the price by the Retail Price Index (RPI) figure published by the Office for National Statistics in January of the relevant year.



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- 15.2 If we increase your price by RPI: Please see the worked example of your Contract Information document and Contract Summary. We will always provide 30 days' written notice of any In-Contract Term Price Increase. Should a RPI related increase take place, this will only apply once per year and will take effect in April.
- 15.3 If we increase your price for other reasons: We will always tell you at least 30 days' of any In-Contract Term Price Increase. Should we change your fixed price subject to reasons in clause 15.4, you can terminate your Services at the point a price increase is applied.
- 15.4 Out of Contract Annual Price increase. This clause applies only when your contract term expires. Each year a price increase will be applied to your charges. We will tell you when the price increase applies for each service. The increase will be rounded to the nearest penny and will be calculated by multiplying your existing charges by a maximum of the higher percentage figure of either: (a) the Retail Price Index rate figure published by the Office for National Statistics in January of the relevant year (but not including any negative rates); or (b) the percentage price increase we receive from our suppliers who provide the infrastructure for your Services, whichever is higher.
- 15.5 Other Price increases. We may also change the charges at any time if:
 - (a) we change a service, service features or Equipment to improve the Services for the benefit of our customers;
 - (b) the cost of providing a service or service features increases (for example, the businesses we buy from increase their prices);
 - (c) the cost of running our business increases;
 - (d) we reorganise the way we run our business; or
 - (e) there's a change in a law, code of practice, regulation, guidance or responsibility that applies to us (for example, if there's a VAT increase).
- 15.6 If we make a change to the charges under this clause 15.6 you may cancel this agreement without penalty as long as you give us notice to cancel this agreement within 30 days of the date of the notice we sent you.
- 15.7 We may at any time make changes to the terms of our Agreement and/or the Services and Equipment if:
 - (a) changes are necessary to improve the Services for the benefit of you;
 - (b) there is a technical or operational reason for such changes;
 - (c) the law or regulation of the Services or Equipment changes;
 - (d) we need to update our terms and or we wish to have customers on the same terms; or



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- (e) circumstances change in a way we could not have predicted, which makes a change necessary.

15.8 If we make changes, we will try to give you at least 30 days' notice unless:

- (a) the change is minor and does not affect you significantly; or
- (b) the change is for legal or regulatory reasons.

15.9 If we make a change that is to your disadvantage, you should notify us as soon as possible. If we are unable to undo that change, you may end our Agreement without penalty by giving us at least 30 days' notice. Your notice must be given within 30 days of the changes being notified to you. You will not have to pay any charges for the remainder of any minimum period which may apply to the Services.

16. Changes to your Service

- 16.1 Should you want to make any change to your Services, such as a regrade or change to the package such as speeds, contact support@beebu.co.uk
- 16.2 Should you upgrade or downgrade your Service during the contract term you may be liable to pay the charges for the remainder of contract which would have been due for the existing Service.

17. Suspending and Ending the Agreement

- 17.1 You ending the Agreement within 14 days ("cooling-off period")
- 17.2 If you choose to cancel the Service you can do so by contacting us within 14 days ("cooling-off period") of your Service activation date, without giving any reason (For example if your Agreement begins on the 1st of January 2024 then you may cancel the Agreement no later than the 15th of January 2024)
 - (a) You providing us the Equipment before we can cancel the Agreement. You will liable for safe return of the Equipment and any direct costs of returning the Equipment. We may make a deduction from any reimbursement if the Equipment is devalued as a result of unnecessary handling by you but you will only liable for any reduction in value of the Equipment which results from your handling other than required to establish the nature, characteristics and functioning of the Equipment.
 - (b) We will refund any payments made to us in the same means you made payment to us should you exercise your cancellation right within the cooling off period,



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excluding installation costs, and any refund will be made within 14 days of your notice of cancellation unless we have supplied any Equipment to you; in which case we will make the refund within 14 days of receipt of the returned Equipment.

17.3 You ending the Agreement outside 14 days

- (a) If you choose to leave us outside 14 days of your Service activation date you can do this at any time, but you must provide us with 30 days written notice; and
- (b) If you are within your minimum contract term you will be liable to pay an early termination fee; or
- (c) if you are outside your minimum contract term you will be liable to pay for the Service used up until the Services are cancelled. Please see clause 13 for how your cancellation fees are calculated.

17.4 You may end the Agreement without paying an early termination fee by giving us notice within 30 days of our notification or proposed change to you if:

- (a) we make changes to the Services, Agreement, or Charges which is not a permitted change or has a negative impact on you using the Services; or
- (b) you experience continuous faults with the Service, which we are unable to remedy as per clause 8, 9 and 10 of this Agreement; or
- (c) we haven't met the terms of this Agreement.

17.5 We will normally notify you within 30 days of a change taking place, unless the change needs to be implemented quicker due to regulatory or legal reasons.

17.6 Us suspending or ending the Agreement.

17.7 You acknowledge and agree that our resources, used in providing the Services, are limited and that any reckless or wasteful use of the Services by you may affect those resources and the Services provided to our other customers. You agree that we may suspend or terminate your access to the Services where we decide, acting reasonably, that you are using the Services in a reckless or wasteful manner.

17.8 We may suspend our Services in part (with exception to emergency Services) or entirely or end the Agreement if:

- (a) You don't pay your Services when they're due; or
- (b) You are in breach of any terms under this Agreement; or
- (c) Anyone using the Services is in breach of our Broadband Fair Use Policy; or
- (d) We consider that your use of the Service is damaging to us in any way; or



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- (e) We consider that the use of our Services is damaging to our Network, Customers and or Suppliers; or
- (f) We become aware that an incidence of fraud has taken place during the use of our Services; or
- (g) You are in breach of any applicable laws when using our Services.

17.9 Any suspension of the Services by us in accordance with this Agreement will not constitute a termination of the Agreement and we may require you to pay a reconnection fee to recommence the Services together with any applicable charges.

17.10 We may end the Agreement if we are unable to provide our Service permanently to you or by giving 30 days' written notice for any reason. Should this happen, you will not be liable to pay a termination fee.

17.11 If either you or us end the Agreement for whatever reason, you will be liable to pay any charges up to the date of termination of our Services.

18. Complaints and Dispute Resolution

18.1 If you are dissatisfied in relation to the Service we provide, in the first instance please contact us, write to us or ~~or~~ submit a complaint online by visiting <https://www.beebu.co.uk/how-to-complain/>. Should you be dissatisfied with our response you also have the right to contact the Communication Ombudsman for Broadband related complaints. More information how to contact the relevant Ombudsman please visit [beebe.co.uk/how-to-complain/](https://www.beebu.co.uk/how-to-complain/)

18.2 You also have the right to contact the Citizen's Advice Bureau or your local Trading Standards branch for advice.

19. What we do with your Information

19.1 We take the protecting of Personal Data a priority. We set out in detail how we collect, hold and process your personal data in our Privacy Notice which the link can be found on your contract documents and by visiting <https://www.beebu.co.uk/privacy-policy/>

19.2 We will collect, store and process your Information in compliance with Data Protection Regulations at all times, specifically the Data Protection Act 2018 and Privacy Electronic Communications Regulations 2003.

19.3 You agree that we will hold information provided by you to us in a database environment with appropriate organisational and security measures and controls. You agree that such data may



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be processed and in certain circumstances, may be supplied to and processed by our suppliers, to enable the provision and maintenance of the Equipment and/or Services.

- 19.4 You acknowledge that we may, from time to time, be required under certain laws and regulations to co-operate with and disclose data to, government or other bodies and/or authorities.
- 19.5 Should you have any questions specifically relating to your how we collect, hold and process your personal data you can email us at DPO@beebu.co.uk

20. Accessibility & Vulnerability

- 20.1 During an enquiry we will prompt you to inform us of any vulnerabilities which may be present, which could affect your Services, so we can:
 - (a) Make provisions to support your needs; and
 - (b) identify the reliance on Broadband and existing equipment such as a router for Alarm Services such as Careline, Telecare services; and
 - (c) inform you of the limitation of Voice over Internet Protocol “VoIP” in the event of a power outage or failure to the Equipment we provide, such as restriction in calling Emergency Services such as 999; and
 - (d) confirm the acceptance of using an alternative method of communication in the event of an emergency; or
 - (e) Provide a feasible solution to call Emergency services and/or maintain Alarm services in event of a power failure.
- 20.2 If you need help accessing our Services, you can visit <https://www.beebu.co.uk/accessibility-and-vulnerable-customers/> for more information or get in touch with us on 03330 044 466.
- 20.3 We can provide these terms and conditions, billing, contract and service communications in the following alternative formats to suit your accessibility needs such as; braille, colour paper, large print or audio format.
- 20.4 We also support emergency video relay, relay UK, directory enquiries.
- 20.5 We have made the information on our website accessible for all by using an accessibility widget.

21. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 21.1 We do not restrict or exclude any liability to you for
 - (i) death or personal injury resulting from our negligence;
 - (ii) fraud or fraudulent misrepresentation; or



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(iii) any of our liabilities which we cannot legally exclude including liability under Part 1 of the Consumer Protection Act 1987; or breach of terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) and section 12 of the Sales of Goods Act 1979 (title and quiet possession)

21.2 Apart from as set out in clause 21.1, we will not be liable to you under the Agreement for any:

- (a) fault in any Equipment caused by tampering or negligence (unless caused by us) or by your failure to follow our reasonable instructions or comply with any of the terms of our Agreement;
- (b) loss or damage caused by viruses or unauthorised use of, or attempts to access the Services or Equipment;
- (c) loss of business, contracts, profits, anticipated savings, reputation, or revenue;
- (d) use of any modem, wireless router or any other equipment that we have not supplied to you in order to access our Services;
- (e) loss or corruption of data; or
- (f) special, consequential or losses that would not normally result from the thing that went wrong (known as 'indirect losses').
- (g) other reason which is not due to our fault or neglect;

21.3 You acknowledge the use of the internet is at your own risk and subject to applicable laws and separate from the Services.

21.4 We have no responsibility for any equipment, services, software, information or other materials you obtain from third parties when using the Internet and we will not be liable for any loss, costs or damages incurred by you in any dealings you may have with other individuals or organisations whilst using the Services.

21.5 We may pursue editorial control over the content of our servers and block access to certain third-party material. However, you acknowledge that we do not have the resources to ensure, nor are we capable of checking, the full content of our servers at all times. We are not able to control the content of the internet. You, therefore, agree that we shall not be held responsible for the publication, transmission or information of any kind, other than information which is inserted by us. We give no warranties as to the quality, content and accuracy of information received through, or as a result of the use of the Services and Equipment.

21.6 Apart from clauses the reasons in clause 21.1, our total liability to you is limited to the lesser of the amount of charges paid by you to us in accordance with the Agreement.



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21.7 This clause 21 shall survive termination of the Services.

22. Notices

22.1 You agree any notice or other communication required or permitted under this Agreement is to be given in writing to us or as notified from time to time and will be deemed to have been given or made when delivered personally if properly addressed and posted by first class mail in England within two working days of posting and/or if sent by email, upon being sent or if sent by email or other electronic means upon such communication being acknowledged as having been received.

22.2 You agree to keep the contact details which you have provided to us up to date.

23. Whole Agreement

23.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement.

23.2 We will not be liable for failing to perform our obligations under the Agreement if we are prevented from doing so by something outside our reasonable control (including but not limited to war, terrorist activities civil disorder, industrial disputes, damage or vandalism to our systems or Equipment, lightning, flood or severe weather conditions, fire or explosion, actions of local or national government or other authorities). If any event continues for more than 90 days, then either you or we may terminate the Agreement immediately.

23.3 Each of the clauses and sub-clauses of our Agreement operate separately. If any court or other relevant authority finds any of the terms of our Agreement to be invalid or unenforceable, the other terms of this Agreement will not be affected.

23.4 If we delay in taking any steps under our Agreement against you for breaching our Agreement, that does not prevent us taking steps against you at a later date.

23.5 As a Consumer, nothing in these General Terms and Conditions will affect your statutory rights.

24. Assignment

24.1 You shall not assign or transfer the benefit of this Agreement to any third party without the prior written consent of us, such consent not to be unreasonably withheld or delayed.



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24.2 We may assign or transfer the benefit of this Agreement to any third party and may subcontract the performance of all or part of the same.

25. Operative Law

25.1 This Agreement shall be considered as a contract made in England and according to English Law and subject to the exclusive jurisdiction of the English and Wales courts (unless your home is in Scotland or Northern Ireland and choose the courts there) to which both parties hereby submit. Any dispute arising in connection with the Agreement will be subject to the exclusive jurisdiction of the courts of England and Wales (unless your home is in Scotland or Northern Ireland and choose the courts there).

Contact Us

Should you have questions or comments about these terms and conditions, or matters generally, please contact us at the address provided below.

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