

## Electronic Communities Limited

### Residential and Small Business Broadband Terms and Conditions.

By placing an order and using any services which we provide to you, you are agreeing to the terms and conditions set out below, including any changes to them in accordance with section 14. The latest version of this document is available from our website <https://www.ecomfibre.co.uk/documents/tandc.pdf>

The terms and conditions in this document apply to our broadband products and services. For other services please see our business terms and conditions on our website.

If you have any questions about these terms and conditions please contact our team: [support@ecomltd.co.uk](mailto:support@ecomltd.co.uk)

## 1. Definitions

In this Agreement the following expressions have the following meanings:

<b>"Ecom" or "us" or "we" or "our":</b>	Electronic Communities Limited (Company registration number: 07952822) with registered office address: Creslow Park, Whitchurch, HP22 4EH.
<b>"Customer" or "you":</b>	the person, firm, partnership or company purchasing Services from Ecom covered by these terms and conditions.
<b>"Business Day":</b>	09:00 – 17:30 BST/GMT, as appropriate, on a day other than a Saturday, Sunday or a public or bank holiday in England.
<b>"Data Protection Law":</b>	applicable data protection and privacy legislation, regulations and guidance including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and Data Protection Act 2018 ("DPA") (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (all as amended, updated or re-enacted from time to time).
<b>"Charges":</b>	the price to be paid by the Customer to Ecom for provision of Goods and/or Services as set out in the Agreement, as amended by the Parties in writing from time to time
<b>"Goods":</b>	products procured by Ecom for the Customer, such as, and not limited to: software licenses, software maintenance, hardware, hardware maintenance.
<b>"Services":</b>	network connections through which you may gain access to the Internet together with the services and facilities provided by us in connection with such Internet access service.
<b>"Third Party":</b>	any individual, firm, partnership or company who does not have a direct connection with the Customer or Ecom, such as a hardware vendor.
<b>"Worker":</b>	Ecom employee, agent, authorised contractor or sub-contractor, engaged in provisioning and delivering part or all of a service.
<b>"Compromised":</b>	Any computerised device or system that has been modified without authorisation, subjugated by a third party, infected with a computer virus or trojan, or any similar failing of system security.

## 2. Our Services

### 2.1 Ordering

We accept orders by phone, email or through our website. We will confirm acceptance of your order by email and our Agreement with you starts on the date that we send you this email. We reserve the right to refuse your order, without providing any reason, if we deem that accepting your order will not be in the best interests of our business.

If your property is not already connected to our network, we may need to visit your property to undertake a survey to see if such a connection is viable and to ascertain any installation charges. In some cases, we may not be able to connect your property to our service and may need to cancel your order.

If you are making a claim through any Government-backed subsidy or voucher scheme, you must follow our instructions to approve the application where necessary. If you do not approve the application in a timely manner, we may have to cancel your order.

We may not be able to start work to connect our service to your property until you have paid an installation charge. If we need you to pay an installation charge before we start, we will notify you by email.

We may need to visit your property or gain access to neighbouring properties to enable us to provide the service. If we are unable to gain the necessary access, we may need to cancel your order.

If we have to cancel your order before we have provided the service this Agreement will be terminated. We will not have any further liability to you.

If you cancel a service before we provide it, you may have to pay for any construction work that has been done towards providing the service.

### 2.2 Supported Connections

All of our services provide at least one wired connection for you to connect your devices. Some of our services also allow a wireless connection. These connections meet the following standards:

Wired	IEEE 802.3ab 10/100/1000Base-T Ethernet connection via RJ45 connector
Wireless	IEEE 802.11n and 802.11ac (or newer)

### 2.3 Connection Speed

We provide different options for connection speeds on our service. Connection speeds are defined in bits per second downstream (from the Internet to your property) and upstream (from your property to the Internet).

We may not be able to provide all of our connection speed offerings to your property. The maximum speed that we can provide will be determined at the time of order (or after a survey, if required). If this is less than the speed that you have ordered, you will be given the option to cancel your order.

You will not be eligible to reduce the connection speed if you are inside the Minimum Term – see section 11.

If you would like to increase the connection speed please contact us at [sales@ecomltd.co.uk](mailto:sales@ecomltd.co.uk).

We guarantee that the connection to our backbone will operate within 5% of the headline speed for the connection you have ordered when tested using a modern device connected directly to our Equipment via a 1000Base-T wired connection. However, the nature of our services and the Internet means that we cannot guarantee speeds to every website or service provided by third parties. If you are regularly getting speeds that are lower than you have ordered, please contact our support team. If we need to verify the available downstream and upstream speed from your property, we will do so through a third party speed testing service of our choice. If we are unable to demonstrate that your property can access the connection speed that you

have ordered, you may be able to cancel the Agreement early without paying for the remainder of the Minimum Term (see section 11 for details of the Minimum Term)

There are many factors that impact the speed that a wireless connection will operate at including but not limited to how far the device is from our Equipment, what obstacles are between it and our Equipment, the number and type of any other devices in the vicinity, and the software settings on the device. As the majority of these influential factors are beyond our control we cannot guarantee what speed devices connected wirelessly will achieve. For this reason any device connected wirelessly is specifically excluded from any and all performance guarantees set out in these terms and conditions.

#### **2.4 Data transfer limits**

All of our services are “unlimited” or “unmetered” in that there are no defined limits to how much data you can transmit or receive over the service in any period. However you will be in violation of our Acceptable Use Policy (see Section 4) if your usage is deemed by us to be excessive.

#### **2.5 Faults**

We try to ensure that our services are reliable and high-quality. We do not give any guarantee that the services will be uninterrupted or otherwise free from error. You accept that access to services across the Internet is subject to disruption or interruption by third parties over which we have no control.

You must report suspected faults to as soon as possible by emailing [support@ecomltd.co.uk](mailto:support@ecomltd.co.uk) or calling 01296 768601.

We will endeavour to resolve faults without delay, however you acknowledge that it may take some time to find the cause of a fault and to carry out any necessary repairs. You agree that you will allow us a reasonable period of time to resolve any fault with our services or the equipment that we have provided.

You agree that the services are provided on an “as is” basis without guarantee of any kind.

#### **2.6 Continued Supply**

Following activation of the service, we will continue to provide the service to you until the Agreement is terminated by us or you in accordance with its terms.

### **3. Acceptable use**

#### **3.1 Acceptable Use Policy**

Your use of our service is subject to our Acceptable Use Policy (“AUP”) which you can find on our website <https://www.ecomltd.co.uk/documents/aup.pdf>. You must not let other people use the service we provide to you in violation of the terms of our AUP. As the registered user, you are responsible for all use of the services we provide to you, including any use that occurs without your knowledge and/or consent. We have the right to terminate the service if you breach this clause – see section 13.

#### **3.2 Resale**

You must not sell or resell our service in any way. You must not charge other parties for allowing access to the service we provide to you. We have the right to terminate the service if you breach this clause – see section 13.

### **4. Equipment**

#### **4.1 Our Equipment**

Any equipment that we provide to you to enable delivery or use of the service is our property. You must not sell or otherwise dispose of our equipment without written authorisation from us. The equipment must be returned when this Agreement ends. See section 12.3.

You may have access to make your own configuration changes to our equipment. We are not responsible for these changes and if we believe that the configuration is causing a fault, we may reset the equipment to our default configuration without notice.

If you believe that any part of our equipment is faulty, or if there is any loss or damage to our equipment, you must notify us immediately.

In using our equipment, you must follow any instructions that we have provided and the device manufacturers instructions. You must not open or otherwise tamper with any part of our equipment.

#### **4.2 Your Devices**

We provide equipment to allow you to connect your devices to our service. You are responsible for all of your devices, including ensuring that your devices are technically compatible with our service. We do not guarantee that your devices will work with our services.

You must ensure that your devices comply with all applicable laws.

We are not able to provide support for your devices.

We will not be responsible for any loss or damage to your devices, howsoever caused.

We will not be responsible for damage caused by your devices to our equipment.

### **5. Security**

#### **5.1 Passwords**

You must keep any password that we issue to you, or that you configure for our service, secure and confidential. You must not disclose any such password to another party.

#### **5.2 Your Devices**

You are responsible for the security of any of your own devices that are connected (directly or indirectly) to our network.

#### **5.3 If we discover a compromise**

If we suspect that a device that you have connected (directly or indirectly) to our service has been compromised (“hacked”, subjugated or modified or by an unauthorised party) we may act to suspend or terminate the service – see section 13.2. We may apply a filter or rate limit to the service if we deem this appropriate and if this is the case we will notify you by email.

#### **5.4 If you are compromised**

If we suspect that a device that you have connected (directly or indirectly) to our service has been compromised (“hacked”, subjugated or modified or by an unauthorised party) you must inform our support team without delay. You should inform us by email to [support@ecomltd.co.uk](mailto:support@ecomltd.co.uk) or by phone on 01296 768601 without undue delay.

## 6. Engineer visits

Our workers may need to visit your property from time to time to install or configure services and equipment, repair faults or carry out upgrades. Our workers are not responsible for connecting your own devices to our service.

If we need to send someone to your property we will, wherever possible or when we reasonably believe it would be advantageous to you, arrange a date and time with you in advance. If you need to cancel or reschedule a scheduled visit you must give us 24 hours' notice.

There must be someone over the age of 18 at the property at the time of our visit. Our workers will not be able to enter your property if there is no authorised adult present.

While undertaking installation or repair work it may be necessary to interrupt the services we provide for a period of time. We aim to advise you of this in advance, however you accept this this is not always possible.

We may need to charge you for the visit in the following circumstances:

- i. There is no adult present and authorised by you to make decisions in relation to our services and equipment
- ii. You do not give the necessary notice for change or cancellation of the appointment
- iii. If our workers are unable to access the necessary areas of your property at the agreed time for any reason
- iv. If you no longer wish to have the work carried out
- v. If no fault is found
- vi. If the fault was not due to our services or equipment

## 7. Repairs and Maintenance

From time to time it may be necessary to suspend or restrict our services to enable us to carry out repairs, maintenance or improvements. We will endeavour to give you as much notice as we can, and we will deliver these notices by email. Unless it is an emergency we aim to carry out any disruptive maintenance activity outside of peak usage times.

## 8. 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. You can contact our team by email to [support@ecomltd.co.uk](mailto:support@ecomltd.co.uk) or by phone on 01296 768601. We aim to respond within 2 business days.

## 9. Billing and Payments

Our services are billed monthly in advance and you must pay our invoices within 30 days of the invoice date. Our invoices are sent by email. You can pay by bank transfer, standing order or PayPal. Please see <https://www.ecomltd.co.uk/howtopay/> for further details. If your payment is not received on time we may suspend the service or terminate the Agreement – see section 13. If we suspend the service there may be a charge for reactivation.

We may take other measures to recover late or missing payments as we deem necessary.

## **10. Price changes**

From time to time we may need to make changes to the price we charge for our services.

Where we are increasing the price for the service we provide to you, we will give you one calendar month's notice of the change. If you notify us that you wish to cancel the service within 14 days from the day we send notice of the price increase, we will allow you to cease the service before the price increase takes effect.

We will not increase the price for the service inside the Minimum Term.

## **11. Minimum Term**

Our services have a Minimum Term of 12 months. This term starts from the day we activate the service. If you cancel the service within the Minimum Term you will be charged for the remainder of the Minimum Term. You are able to give notice of cancellation, without additional charges, from the date 11 months after we activate the service. See section 12.

## **12. Cancellation**

### **12.1 Cooling Off**

You can cancel an order for our services (without giving us any reason) within 14 days from the date that the order is placed. You must inform us of your decision to cancel by email. If you cancel a service before we provide it, you may have to pay for any construction work that has been done towards providing the service.

### **12.2 Notice Period**

If you wish to cancel a service you must inform us by email giving one calendar month's notice.

### **12.3 Equipment**

You must return our equipment within 14 days from the date the service is ceased. The equipment must be returned undamaged and you must have proof of delivery if you are returning the equipment by mail or courier. All returns are at your cost. If you have difficulty returning the equipment or are unsure how to package it please contact our support team. If you do not return the equipment in good condition we may charge you the full replacement cost.

## **13. Suspension and Termination**

### **13.1 Termination with notice**

Without affecting our other rights to terminate the Agreement, we may terminate the Agreement or all or any of the services with 14 days' written notice to you without incurring any liability except for refunding any charges paid for any period of service after the termination date.

### **13.2 Immediate Termination or Suspension**

We may suspend the service, or terminate the service and the Agreement immediately at any time, without prior notice to you, and without affecting our other rights:

- i. Where we are required to do so by a government or regulatory authority;

- ii. Where you have failed to pay for our invoices within the payment period (see section 10);
- iii. Where we believe that the services are being used in break of applicable laws;
- iv. Where your use of the service is not in accordance with our Acceptable Use Policy (see section 4);
- v. In the event of your bankruptcy or death;
- vi. For any other breach of this Agreement, whether intentional or not;

Any suspension of the services by us will not constitute a termination of the Agreement. You may be required to pay a reconnection fee or other applicable charges before re reactive the services.

If we terminate the services and the Agreement under this clause, we will not be liable to provide a refund for any charges paid.

## 14. Changes to our Terms and Conditions

We may change these terms and conditions at any time in writing (by email or post). You can find the latest version on our website <https://www.ecomfibre.co.uk/documents/tandc.pdf>. Reasons for such changes include but are not limited to:

- i. A change in law or government regulations;
- ii. To align our terms and conditions across different products;
- iii. To clarify any part of these terms and conditions;
- iv. A technical or operational need for such changes;
- v. To improve our services or otherwise benefit our customers;

If we make a change which you consider to be to your significant disadvantage, you must notify us via email as soon as possible. If we are unable to undo that change or otherwise resolve the problem, you may cancel your service without penalty by giving us 1 calendar months' notice – this notice must be given within 1 calendar month of the changes being notified to you. In this case, you will not be charged for the remainder of any Minimum Term that may apply to the services under section 11.

## 15. Limitations and Exclusions

We do not restrict or exclude any liability to you for: death or personal injury resulting from our negligence; fraud; or any of our liabilities which we cannot legally exclude including liability under Part 1 of the Consumer Protection Act.

We will not be liable to you under the Agreement for:

- i. any 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 the Agreement;
- ii. any loss or damage caused by viruses or unauthorised use of, or attempts to access the services or equipment;
- iii. any loss of business, contracts, profits, anticipated savings, goodwill, reputation, or revenue;
- iv. any other reason which is not due to our fault or neglect;
- v. your use of any modem, wireless router or any other equipment that we have not supplied to you in order to access our services;
- vi. any loss or corruption of data; or
- vii. any special, consequential or losses that would not normally result from the thing that went wrong (known as 'indirect losses').

in each case, whether or not that loss or damage could have been anticipated.

Our maximum aggregate liability under or in connection with these terms and conditions, whether in contract, tort (including negligence) or otherwise, shall be limited to the lesser of the amount of charges paid by you to us in accordance with the Agreement or £1,000, for one claim or series of related claims within a period of 12 months.

You acknowledge that the Internet is separate from the services and that use of the Internet is at your own risk and subject to applicable laws. We have no responsibility for any goods, services, information, software, or other materials which you may obtain from a third party 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 while using the services.

We may block access to certain third party material if we deem it necessary. 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. You specifically acknowledge that we have given no warranties as to the quality, content or accuracy of information received through, or as a result of the use of, the services or equipment.

You are at all times under a duty to mitigate any losses suffered by you.

## **16. Additional Important Information**

### **16.1 Your Personal Data**

You agree that we may hold information provided by you to us in a computerised database. You agree that such data may be processed and may, in certain circumstances, be supplied to and processed by our suppliers or partners, to enable the provision and maintenance of the equipment and/or services.

We may contact you before, during and after the term of these terms and conditions in order to administer, evaluate, develop and maintain our services.

You acknowledge that we may, from time to time, be required under certain laws and regulations to cooperate with and disclose data to, government or other bodies and/or authorities.

### **16.2 Notices issued under this Agreement**

You agree to keep us updated with your current contact details. Any notice or other information to be served by us on you in accordance with the Agreement will be considered correctly sent if in writing and sent by either email or post to your last known email or postal address.

Other than for cancellation of a service under section 8, any notice served by you on us must be in writing and sent by post (Creslow Park, Whitchurch, HP22 4EH) or email ([support@ecomltd.co.uk](mailto:support@ecomltd.co.uk)) and shall be deemed served either 2 days after posting or, if sent by email, on production of a read receipt in the case of email.

### **16.3 Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising in connection with the Agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

### **16.4 Other matters**

This Agreement is between you and ECom only. You can only transfer the Agreement with our consent. We can transfer our Agreement to another company provided this does not adversely affect your rights under this Agreement.

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement, this Agreement is not intended to and does not, give any person who is not a Party to it, any right to enforce any of its provisions

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

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.

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## **Contact**

If you have any questions about our terms and conditions or how we handle your personal data, or think that the information we hold about you may need to be corrected, or you would like us to provide you with information about our services or services offered jointly with or on behalf of other organisations, please send an email to [support@ecomltd.co.uk](mailto:support@ecomltd.co.uk) or write to us at Creslow Park, Whitchurch, HP22 4EH.