

## **Box Broadband Limited**

### **Terms and Conditions**

**April 2019**

These terms and conditions set out the agreement between Box Broadband Limited (company number 10498823) whose registered address is Unit 6, Cypress Court, Harris Way, Sunbury on Thames, Middlesex TW16 7EL (us, we or our) and You the Customer, your name and contact details are on the Order Confirmation.

Please read these terms and conditions before you order and start using our services.

The address for delivery of the service is the address stated on the Order Confirmation. You are not a business and are not intending to use our service wholly or mainly for business purposes. You will be responsible for paying the charges for our service. Box Broadband reserves the right to alter our service charges at any time giving you at least 30 days' notice.

These are the terms and conditions on which we supply our broadband service to you: please read them carefully. These terms tell you who we are, how we will provide our broadband service to you, how you and we may change or end the contract, what to do if there is a problem and other important information. Use of our broadband service is subject to our Acceptable Use Policy and our Privacy Policy which you can read on the Box Broadband Website.

If the fibre broadband network has not yet been installed at your property, we will make the necessary arrangements and we will contact you with further information.

Contacting Box Broadband – you can contact us by telephoning our customer services team on 0330 113 0180 or by emailing us [sales@boxbb.co.uk](mailto:sales@boxbb.co.uk) or you can write to us at Box Broadband Limited, The Old Bakery, Collins Court, 39 High Street, Cranleigh Surrey GU6 8AS.

**How to contact us.** You can contact Box Broadband by telephoning our customer services team on 0330 113 0180, visit our website and complete an online 'Contact Us' form at [www.boxbroadband.co.uk](http://www.boxbroadband.co.uk) or by emailing us at [support@boxbb.co.uk](mailto:support@boxbb.co.uk)

**How we may contact you.** If we need to contact you regarding Box services, we will do so by phone or writing to you at the email or postal address you provided to us in your order. We may send customer service announcements to you by email or SMS text message. Please let us know if any of your contact details change.

**How to place an order.** Residential customers can order our services either with a Box Broadband representative in person or by phone, by sending an email to [sales@boxbb.co.uk](mailto:sales@boxbb.co.uk) or please register your interest via our website. We can only accept orders for areas where our service is available or is about to become available.

**Acceptance of your order.** Our acceptance of your order will take place when we email your Order Confirmation at which point a contract will come into existence between you and us.

**What you have ordered.** Your Order Confirmation details the voice and broadband service you have ordered which we agree to supply to you, according to these terms and conditions.

**Minimum Term.** Your contract with us will continue for a Minimum Term which is shown on your Order Confirmation, starting from the Broadband activation date. You must keep and pay for the voice and broadband service for the whole of the agreed Minimum Term, unless you or we are allowed to end this contract earlier.

## Cooling off rights

You have the right to cancel your order by contacting Box Broadband Customer Services within 14 days from the day after the day on which you receive your welcome email confirming the services you wish to take. You must put your request in writing to [sales@boxbb.co.uk](mailto:sales@boxbb.co.uk) or by writing to our postal address Box Broadband Limited, The Old Bakery, Collins Court, 39 High Street, Cranleigh GU6 8AS.

You may use the form which we emailed to you with your Order Confirmation to do this. If you request activation of your service within the cancellation period and we have started to provide the broadband service, you will have to pay us the cost of the broadband services you've received up to the point when you notify us of cancellation, including the Activation Fee (if applicable).

**Your customer number.** We will assign a customer number to your order and tell you what it is when we accept your order. It will help us if you can tell us the customer number whenever you contact us.

**We only operate in the UK.** Our website and marketing material is solely for the promotion of our service in the UK.

## Provision of Service and Box Broadband Equipment

When the network is live past your property, we will contact you to arrange for one of our approved network installers to install and configure the equipment you need to use our service at a time which suits you.

The installation team will have your contact details so that they can let you know when they will arrive, or to deal with any unexpected problems or delays. You can contact our support team at any time if you have a query about your installation on 0330 113 0180.

You are responsible for procuring all necessary consents and permissions required in order for us to connect and maintain the router at your home (for example, permissions required over shared land, or where you are a tenant in a property). We may only install equipment where such permissions and consents have been fully granted.

It may be necessary to carry out a site survey for non-standard, excessively long or difficult installations. Additional charges may apply for these installations which fall outside our standard installation charge. We can discuss options with you.

You will need to allow the installation team to access your property as arranged in order to install your router which requires a standard power socket to plug into. We aim to locate the equipment where you prefer but sometimes this is not possible. In such circumstances, we will discuss with you a suitable alternative location for our equipment. If for any reason you wish to move the location of our equipment, please contact us to discuss your requirements and we can arrange a visit.

If the size of the premises is such that our high end wifi router cannot provide signal to all areas, our installers will discuss options for additional equipment that can be used to boost the reach of the signal. The cost of any additional equipment needed for such premises is not included in our standard installation services.

**Non-standard installations** Sometimes an installations will have specific requirements because of the length of the access route or surfaces which require special techniques to dig and re-instate (please ask us for details details). Non-standard installations are outside the scope of our free installation service and will require a separate on-site visit by an installation technician who will prepare a written estimate of the installation cost. We will discuss the installation cost with you before the installation can commence. If you agree to go ahead with

the installation, the installation charges will be confirmed to you in writing and once the network is installed then our service can be delivered to you according to your order. The agreed installation charge will be taken as part of your first monthly payment.

**Risk assessment.** Before commencing work the technician (who will be a Box Broadband employee or subcontractor) will carry out a risk assessment. If the technician decides that it is not possible to carry out the installation safely, or if there is no one over the age of 18 present at the property, you will be informed and given the opportunity to make alternative arrangements.

In certain circumstances we may not be able to connect our services to your premises, for example, if you live outside of our build area, you are not eligible under our credit terms, or it is not possible to connect you for other reasons eg. there is a risk of injury to our technician in accessing your property.

**Changes to your requirements.** Please note that if you change your requirements, this may affect your eligibility for a standard installation. If there has been an error in assessing the criteria for your installation, which means you do not qualify for standard installation, the technician will inform us and we will discuss and agree with you how to proceed and the charges which may apply.

The technician will do everything possible to achieve your installation at the arranged time, but if it is not possible to continue with the installation because of safety issues, the complexity or the materials required, the technician will inform us and will ask you to confirm your acceptance that a further appointment will be required.

**Activation.** Once your order is confirmed and the service is installed (if applicable) we will activate your service. As soon as we have activated your service, (your 'Activation Date') you may be charged a one-off Activation Fee, and our monthly charges will start to apply, as shown on the Order Confirmation. This is also when the Minimum Term starts (see below).

## **Our charges and your payments**

**How we calculate our monthly charges.** The amount you pay for our broadband service depends on the level of service you have ordered and is shown as a monthly amount, including VAT on your Order Confirmation, payable in advance. Payments must be made by direct debit. Your **first** payment will include the Activation Fee (if any) and, where applicable, charges for non-standard installations.

**Minimum Term.** You agree that you will be tied in to accept and pay for our service for a Minimum Term which is measured from the Activation Date (for new orders) or from the date of the Order Confirmation (for changes and upgrades). The Minimum Term which applies to your order is shown on your Order Confirmation. If you end the contract during the Minimum Term, you may have to pay an early termination charge.

**After the Minimum Term ends.** The amount you pay for your voice and broadband service will not change during the Minimum Term. Your service will continue after the Minimum Term, unless you choose to end the contract, but price changes may apply (please see below).

**Price changes.** We may review our fees and charges at any time but any price changes will not apply to contracts which are still within the Minimum Term. If our prices do change, we will give you at least 30 days' notice and you will be entitled to contact to discuss your contract in the event that you do not agree to accept our price changes (see below).

**Changes and Upgrades.** If you decide to change or upgrade your service, we will tell you what your new monthly charges will be and ask you to confirm acceptance. Any Minimum Term which applies to your new service will commence when we confirm your new order.

**We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the Activation Date, or during the time we are supplying services to you, we will adjust the rate of VAT that you pay and show this on your bill.

We are not responsible or liable for any charges from service providers or organisations (such as telephone or content providers) which you may incur while using the services.

**If you do not pay.** If you do not pay us for our services when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, 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 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 Barclays Bank 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.

**What to do if you think we have made a mistake in our charges.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

### **Using our service**

**Acceptable use.** You may only use our service for lawful purposes. You agree that we may monitor your use of our services including data volume and type of traffic (whether authorised by statute or other legislation or legal enforcement authority or otherwise) to ensure lawful use and to assist our traffic management. If you use the service improperly, negligently or in a way which interferes with other customer's use of the service, we may exercise our right to suspend your use of our service or end our contract. We may immediately remove any material placed on our servers by you or other users which breaches this contract or is otherwise harmful to our interests or the interests of our other customers.

**Liability for breach of Acceptable Use policy.** You agree that you are responsible for all use of our service, whether you gave your permission or not. For example, if someone has access to your home and uses the services, we would consider them to be within your control and you could be liable for unlawful use such as illegally downloading or transmitting copyright material. You should only allow access to your wi-fi and home network to people in your property and you must accept responsibility for their use of our services. You are prohibited from allowing access to your wifi or home network to neighbouring properties, either residential or business.

**Faults.** The router we supply to you to connect to our service remains our property. You are responsible for maintaining all the equipment we supply to you in good order. You should also ensure that you are aware of the installation route of the network apparatus across your property and draw this to the attention of any third party doing work on your property. If you report a fault which we trace within your property boundary, we will make an appointment to carry out repairs or replace faulty equipment but if, in the reasonable opinion of the engineer, the fault was caused by damage to the equipment or the network apparatus, then a charge may be made. You are responsible for the cost of replacing a router that is damaged by you.

**If there is a fault on the wider network.** When we become aware of a network fault outside your premises boundaries we will do our best to ensure it is diagnosed and repaired within 1 working day (unless you take one of our business products which has a 4 hour fix time as detailed on [www.boxbroadband.co.uk](http://www.boxbroadband.co.uk)). Working days are Monday to Friday 9am to 6pm

**We cannot guarantee fault-free performance.** Due to the shared use of networks and factors outside our control such as access to 3rd party content and services, your internet access availability and speed may vary from time to time. In addition, the speed and limitations of wi-fi (your router position, wall thickness, device capability etc) may affect the actual speed that you experience.

**How to tell us about problems.** If you have any questions or complaints about our broadband service, please contact us (our contact details appear at the end of these terms).

**IP addresses.** Unless you arrange with us to have a static IP address (additional charges may apply), the internet address allocated to you may be varied at any time. It will at all times belong to us. You may not sell or agree to transfer the internet address to any person. We grant to you a non-transferable licence to use the Internet address while you receive internet access from us which will end if this contract ends.

### **Suspending the services**

**Your rights if we suspend the service because of our actions** We may have to suspend the supply of your service

1. to deal with technical problems or make minor technical changes;
2. to update the service to reflect changes in relevant laws and regulatory requirements;
3. to make changes to the service as requested by you or notified by us to you

We will do everything reasonable to ensure that necessary maintenance and support work is carried out overnight and we will do our best to give you reasonable warning by email prior to such work being carried out, although this may not always be possible if the problem is urgent or an emergency. If the suspension lasts for more than 3 working days, we will adjust the price so that you do not pay for services for any period of suspension beyond 3 working days. Any adjustment will appear as a credit on your next bill.

**Your rights if we suspend the service because of your actions** We may have to suspend the supply of your service

- (a) if you do not pay
- (b) if you misuse our network or do not comply with our Acceptable Use terms above
- (c) if you break our contract, or any laws which apply to the use of our network.

If we suspend the service because of your actions or failure to pay, we may charge you for re-activating your service at the end of the period of suspension.

### **Our responsibility**

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. We are not responsible for any loss or damage to your own equipment caused by the use of our service to access the internet.
2. **You are responsible for your equipment.** We are not responsible if you are not able to use the services because your equipment (for example, any PC, mobile device, network interface card, printer, switch, local area network or other equipment) does not work properly, is not compatible with the system, does not conform to the relevant standard or does not meet the minimum specifications or because of networks over which we have no responsibility.

3. **We are not responsible for information passing over our network.** We have no control over the data which passes to you or from you over the internet, and we are not responsible for any loss or damage to that data.
4. **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; for breach of your legal rights in relation to the services including the right to receive services which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care.

**We are not liable for business losses.** The services provided to you under this contract are only for domestic and private use by you or members of your household. If you use the services 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.

### **Changes to our contract**

1. **Your right to make changes.** If you wish to make a change to the service which you have ordered, 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 service, 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8).
2. **Minor changes to the Service.** We may change the service:
  1. (a) to reflect changes in relevant laws and regulatory requirements and
  2. (b) to implement minor technical adjustments and improvements, for example to address a security threat.

In the unlikely event that these changes have an impact on your use of our service you should contact us for an explanation of the reason for the change and to discuss the impact.

3. **More significant changes to the Service and these terms.** In addition, we may make changes to our prices (see clause 3.4) or other aspects of our contract but if we do so we will notify you and you may then contact us to end the contract before the changes take effect.

### **Your rights to end the contract**

1. **You can always end your contract with us.** Your rights when you end the contract will depend on how we are performing and when you decide to end the contract – the consequences in each situation are explained below in clauses 8.2 – 8.4. For your rights to end the contract during the initial cancellation period see clause 1.3 above. Clause 9 explains what you need to do to end the contract.
2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end and we will refund you in full for any services which have been paid for but have not been provided (if applicable). The reasons are:
  1. (a) we have told you about an upcoming change to the service or these terms which you do not agree to (including a change to our prices -see clause 3.4) and you have given us notice to end the contract;
  2. (b) we have made an error in the price or description of the broadband service you have ordered and you do not wish to proceed;
  3. (c) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 28 days; or

4. (d) you have a legal right to end the contract because we have broken the contract.
3. **Ending the contract during the Minimum Term.** If you end your contract during the Minimum Term (other than where you have a right to end it – see clause 8.2 above) then we may charge you an Early Termination

Charge up to the amount of the remaining charges for the Minimum Term. If you give us 1 months' notice to end the contract at the end of the Minimum Term, then no Early Termination Charge will apply.

4. **Payment of Early Termination Charge.** We may charge this amount directly to your next bill. By entering into this contract, you are authorising us to do this. We will give you reasonable notice in writing before making these charges. For further information about Early Termination Charges, please contact us.
5. **Ending the contract after the Minimum Term.** If we are not at fault and none of the reasons listed in clauses 8.2 apply, you must give us 1 months' notice. The contract will not end until 1 calendar month after the day on which you contact us. For example, if you tell us you want to end the contract on 4 February we will continue to supply the service until 3 March. We will only charge you for supplying the service up to 3 March and will refund any sums you have paid in advance for the supply of the service after 3 March.

#### **How to end the contract with us**

1. **Tell us you want to end the contract.** To end the contract with us, please contact us in writing or if you are ending the contract because you have changed your mind within the initial cancellation period, you can use the form we sent you with your order confirmation.
2. **How we make any refunds which are due to you.** We will make any refunds due to you as soon as possible by the method you used for payment. If you are exercising your right to cancel then any refund due will be made within 14 days of your telling us you have changed your mind.

#### **Our rights to end the contract**

**We may end the contract if you break it.** We may end our contract at any time by writing to you if:

1. (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; (see clause 3.6)
2. (b) you use our network in breach of our Acceptable Use Policy or do any of the things described in clauses 4.1.
2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for any services which we have not provided but we may deduct or charge reasonable compensation for the net costs which we may incur as a result of your breaking the contract. If we have to end the contract during the Minimum Term because you have broken it, we are entitled to charge you for the remainder of that term.

#### **Privacy & Data Protection**

1. **How we will use your personal information.** We will use the personal information you provide to us in

accordance with our Privacy Policy which is available for you to read on our website:

2. **Please note** that we may monitor and record phone conversations which you have with us so that we can shape our training and compliance.

### Other important terms

1. **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. If you are moving house, please [contact us at sales@boxbb.co.uk](mailto:sales@boxbb.co.uk). We will bill you up until the end of the month in which you move.
3. **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.
4. **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.
5. **Even if we delay in 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 services, we can still require you to make the payment at a later date.
6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.
7. **Complaints and alternative dispute resolution.** If you are unhappy with our service, we will do our best to put things right. As a consumer you have rights under the Consumer Rights Act 2015. For information about your legal rights as a consumer you may visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). You may also choose to refer a dispute to the European Online Dispute Resolution (ODR) <http://ec.europa.eu/odr>.

### Voice services

Box Broadband voice services are only available with a Box Broadband service. Your phone handset will plug into our router using the same connector that you have on your existing standard telephone.

When your phone service is live (either via porting your existing number or us providing you with a new number) you will be notified by our provisioning team and at this point you can plug your phone handset into the phone socket on the back of the router. Our technicians will explain how to do this. If you have any questions or concerns with the phone service, please contact Box Broadband on 0330 113 0180 immediately using your mobile and we will test the line for you. At the point when all services are up and running (phone and broadband) and we will confirm that you may cancel your existing phone service provider.

Phone fees and rates that apply can be viewed in our tariff guide on [www.boxbroadband.co.uk](http://www.boxbroadband.co.uk). The Box Broadband monthly phone service charge is inclusive of UK landline and mobile phone calls. Call tariffs for all other destinations and premium rate numbers are available on our website.

If you use our phone services excessively above that of a normal domestic phone user, we may contact you to discuss your phone usage requirements and reserve the right to restrict,

suspend or end your services. Or we may charge you our standard rates as published on our website.

Call features and services functionality are subject to variation and may not be available in all areas.

If you use any security, personal alarms or health monitors, please check with your providers to ensure that your alarm or monitor is compatible.

Your voice services are provided over our broadband network. You should keep your broadband router plugged in and switched on at all times to be able to make and receive calls. You acknowledge that in the event of a power or network outage, your phone services will not work and you will not be able to make or receive calls, including calls to emergency services. We recommend that you consider purchasing an external battery until to power your router in such circumstances. Alternatively, please keep a mobile phone to hand and charged in order to use to call emergency services if needed. Similarly, any security or personal alarms, or health monitors will not work if there is a power or network outage. Please check with your alarm or monitor provider for guidance. Any other equipment you connect to your phone line may also not work in an outage. Box Broadband Limited will not be liable for any failure of any system associated with security, health monitoring or alarms, or any other such systems, due to incompatibility with our network, power outage or any other matter beyond our control or not arising out of a fault of ours.

If you keep your existing phone number and take a phone line from us as part of the services, you authorise us to cancel that part of your agreement with your old voice provider. Please note, whilst we are usually able to arrange for you to keep your existing phone number when transferring your line to us, we cannot guarantee this.

If you do not wish to keep your existing phone number but are taking a phone line from Box Broadband, we will allocate a number to your phone line. Please note, that the phone number and any rights in it belong to Box Broadband and you may not sell it or agree to transfer the number to anyone.

You agree that we will provide your phone number and address to the emergency services. [Unless you state otherwise, we will also provide these details and your name to other authorised public communications providers and regulated directory service providers in order for your details to be added to phone books and other similar service providers].

## **Broadband**

We will provide you with a Box Broadband wireless router in order to use our services. The router remains our property and must be returned at end of service. On installation our technician will power up the router and test for internet connectivity.

Our standard fix time for faults on our network is within 24 hours unless you select our Box Support Plus (4) which provides 4 hour fix time from time of receipt of notification of a network outage by a customer within our standard support times (8am to 8pm Monday to Sunday).

Our commitment to you - We aim to provide you with continued service, however we will not be liable for service problems due to events arising out of control.

Occasionally BB will need to carry out maintenance or upgrade works on the network which will be done at times during the night to minimise service disruption. Where possible, we will provide advance email notification when such work will be carried and details provided on our status update page on the website.

Due to the nature of the internet, we cannot guarantee specific levels of performance for internet access to sites outside of our network.

If you wish to change to a higher bandwidth service, please contact our sales department at [sales@boxb.co.uk](mailto:sales@boxb.co.uk) or ring us on 0330 113 0180.

You agree to comply with our Box Broadband Acceptable Use Policy which can be found on our website.

### **Paying for our services**

You are responsible for and must pay for the services by direct debit to Box Broadband Limited.

If your Direct Debit is cancelled or is not cleared by your bank or building society, we may charge you a default fee.

We will send you a bill each month and payments will be taken on a monthly basis.

### **Your information**

Our Privacy Policy is contained on our website [www.boxbroadband.co.uk](http://www.boxbroadband.co.uk)

Customer services calls may be recorded for training and monitoring purposes.

Box Broadband reserves the right to monitor and control data volume and / or types of traffic transmitted or received by your across our network.

### **Changing the agreement**

We may at any time modify, amend or alter the terms of this agreement and/or the services if: 1) we are required by law, or there is a change to any law, code, guidance or regulation that applies to Box Broadband or relates to the services we provide; 2) we need to alter the services for quality of service reasons, or to benefit our customers, or where it is necessary; 3) for security, technical or operational reasons; 4) we introduce new services, features, equipment or services; 5) the changes are minor and do not materially disadvantage you; 6) we determine it necessary to make such modification.

We may withdraw your chosen services package for commercial or operational reasons or if we are unable to continue providing it for matters beyond our reasonable control. If we decide to do this we will move you onto our then current equivalent or better package, unless you request a more expensive service. If the package we have decided to remove increases the price you pay, we will give you at least 30 days notice before such change and in such circumstances you may cancel the services affected by such change.

### **Suspension of your services**

We may suspend your services immediately without notice in the event you 1) breach this agreement, 2) you exceed the credit limit on your account, 3) you cancel your direct debit, 4) you do not use our residential service in a usual way expected of a domestic household 5) you have provided false or misleading information, 6) you (or someone using the services) have or we believe you may be committing fraud against us, 6) it is necessary to do so, eg due to threats to the security or integrity of the network or the services we provide, 7) to conduct maintenance, repairs or improvements, and/or 8) where required by law.

In such cases, we will usually make contact with you to endeavour to resolve the issue where possible. We reserve the right to charge an administrative fee for restoring your service as result of such suspension due to your misuse or breach of our services.

### **Terminating this agreement**

In addition to your rights during the cooling off period, either party has the right to terminate this agreement at any time by giving 30 days' notice. You may terminate this agreement by calling 0330 113 0180, or writing to us at Box Broadband Limited, The Old Bakery, Collins Court, 39 High Street, Cranleigh Surrey GU6 8AS. In the event of your terminating this agreement, you must pay any outstanding fees and charges up to the end of the 30 day notice period. If you terminate the agreement during the minimum term, then you will have to pay an early termination fee that varies by customer depending on what products and services you take and the length remaining on your contract. The terms of your existing contract will remain in place during the 30 day notice period. The early termination fee will apply after this time and relates to the length remaining.

We have the right to end this agreement immediately by giving you notice in the event that our authority to operate as a public communications provider is suspended, or if we need to do for security, technical or operational reasons.

Upon termination we will deactivate your services and the Box Broadband router must be returned to us at Box Broadband Limited, The Old Bakery, Collins Court, 39 High Street, Cranleigh, Surrey GU6 8AS by recorded delivery outlining your name, address and account number included in the parcel. If you do not return the router to us, you may be charged the cost of its replacement.

### **Moving home**

If you move outside of our network area during the minimum period you may need to pay an early termination fee. If you move to another address inside of our network area, you may ask us to provide services to your new address. This transfer of services will be subject to our installation terms as notified to you at that time. If we are able to provide you with our services at your new address, we will transfer your contract to the new premises (and any remaining minimum period, will continue). You may be required to pay a new installation fee.

Limitation of liability – Box Broadband Limited's liability to you is limited to the total of fees paid by you in the preceding 12 month period, for any one event or series of connected events associated with your property in relation to direct physical damage to your property.

This agreement is between you and us and you may not transfer the agreement to any other person or parties.

Notices – if you need to write to us, you may contact us on 0330 113 0180, email us at [sales@boxbb.co.uk](mailto:sales@boxbb.co.uk), or [support@boxbb.co.uk](mailto:support@boxbb.co.uk) or write to us at Box Broadband Limited, The Old Bakery, Collins Court, 39 High Street, Cranleigh, Surrey GU6 8AS.