

Box Broadband Limited

Business Terms and Conditions

January 2020

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 ('Box Broadband', 'us', 'we' or 'our') and You the Customer, your name and contact details are on the Order Confirmation ('you' or 'your').

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

The services we provide to you in accordance with these terms and conditions are voice and/or broadband services and are more particularly set out on the Order Confirmation ('service').

The address for delivery of the service is the address stated on the Order Confirmation. You are responsible for paying the charges for the service.

These are the terms and conditions which govern the supply the service to you and your use of the service, please read them carefully. Use of the service is also subject to our Acceptable Use Policy set out below in the section headed '**Acceptable Use**' and our Privacy Policy which you can read on the Box Broadband website at <http://clockwise.uk/boxbroadband/for-business/>

How to contact us. You can contact Box Broadband as follows:

For sales enquiries by emailing sales@boxbb.co.uk;

For customer service enquiries by emailing support@boxbb.co.uk, by telephoning 0330 113 0180, or by visiting our website and completing an online 'Contact Us' form at www.boxbroadband.co.uk. Alternatively, you can write to us at Box Broadband Limited, The Old Bakery, Collins Court, 39 High Street, Cranleigh Surrey GU6 8AS.

How we may contact you. If we need to contact you regarding the service, we will do so by phone or writing to you at the email or postal address you provided to us in the Order Confirmation. 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. You may order the service either with a Box Broadband representative in person, by phone, by sending an email to sales@boxbb.co.uk or you can 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 accept your Order Confirmation, at which point, we will email you and a legally binding contract will come into existence between you and us.

What you have ordered. The Order Confirmation will detail the service you have ordered and which we agree to supply to you, according to these terms and conditions.

Minimum Term. Your contract with us will start on the date of the Order Confirmation and will continue for a period of twenty-four (24) months from the date we activate the service enabling you to use it ('Minimum Term'). You must keep and pay for the service for the whole of the Minimum Term, unless you or we are allowed to end this contract earlier in accordance with these terms and conditions.

After the Minimum Term ends. Your service will continue after the Minimum Term, unless you choose to end the contract, but price changes may apply.

Your customer number. We will assign a customer number to your order and tell you what it is as part of the Order Confirmation. 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 the service in the UK.

Provision of service and Box Broadband equipment. When our network is live past your premises it is likely we can provide the service to you. We will contact you to arrange for one of our approved network installers to install and configure the customer premise equipment ('CPE') based on your service requirements, at a time which suits you.

The 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 are responsible for procuring all necessary consents and permissions required in order for us to connect and maintain the CPE at your premises. We may only install CPE where such permissions and consents have been fully granted and we may ask you for a copy of these permissions and consents before any installation is undertaken.

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

Non-standard installations. Sometimes an installation will have specific requirements because of the length of the access route or unusual surfaces to dig through, or the size of premises, each which may require additional CPE and/or special techniques to dig and re-instate). This is classed as a non-standard installation and will fall outside the scope of our standard installation terms and charges. In such circumstances, we will carry out a site survey and prepare a written estimate of the installation cost. We will discuss the installation cost with you before the installation commences. 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 the Order Confirmation. The agreed installation charge will be taken as part of your first monthly payment.

Risk assessment. Before commencing installation works the network installer (who will be a Box Broadband employee or subcontractor) will carry out a risk assessment. If the network installer determines that it is not possible to carry out the installation safely, you will be informed and given the opportunity to make any necessary changes to the premises.

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

Installation on agreed date. The network installer will do everything possible to achieve the installation at the arranged time, but if it is not possible to continue with the installation because of, without limitation, health and safety issues, the complexity of the installation or the materials required, the network installer will inform us and will ask you to agree to a further appointment to carry out the installation.

Activation. Once the service is successfully installed we will activate the service which means you are able to use it. As soon as we have activated the service, you will be liable for a one-off installation charge, and our monthly recurring charges will start to apply, as shown on the Order Confirmation.

Our charges and your payments

How we calculate our monthly charges. The amount you pay for the service depends on the level of service you have ordered and is shown as a monthly amount, in addition to the VAT owed on your Order Confirmation, such monthly amount is payable in arrears. Payments must be made by direct debit and within seven (7) days from the date of the invoice ('due date'). Your **first** payment will also include the installation charge and, where applicable, charges for non-standard installations. Payments will be due monthly thereafter for the Minimum Term, and as applicable, thereafter.

Price changes. We may review the charges at any time but any changes in the charges will not apply to contracts which are still within the Minimum Term. If the charges do change after expiry of the Minimum Term, we will give you at least 30 days' advance notice and you will have seven (7) days from the date of such notice to terminate the contract if you do not agree to the changes.

Upgrades. If you decide to change or upgrade the service, we will tell you what your new monthly charges will be and ask you to confirm acceptance of those charges in writing. Any Minimum Term and new monthly charges which apply to your new service will re-commence when we confirm your new order and the upgraded service is ready for you to use.

We will pass on changes in the rate of VAT. If the rate of VAT changes between the date of your order date and the date we activate the service or during the time we supply the service to you, we will adjust the rate of VAT that you pay and show this on your invoice and you will be responsible for this.

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

If you do not pay. If you do not pay us for the service by the due date and you still do not make payment within seven (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 not suspend the services where you have notified us that you have a bona fide dispute in relation to the unpaid invoice provided that you pay the undisputed amount by the due date.

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, where applicable, you must pay the undisputed part of the invoice. We will not charge you interest on the disputed part of the invoice unless, after having determined the dispute, you were wrong to withhold that payment in which case, we will charge you interest accordingly from the original due date.

Using our service

Acceptable use. You may only use the service for lawful purposes. You agree that we may monitor your use of the service including data volume and type of traffic (whether authorised by legislation, 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 another customer's use of the service, we may exercise our right to suspend your use of the service without notice. 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.

Your responsibility. You agree that you are responsible for use of the service, whether you gave your permission or not to another person to use the service. For example, if someone has access to your home and uses the service, we consider them to be within your control and you could be liable for unlawful use such as illegally downloading or transmitting copyright material. You are prohibited from allowing access to the service to neighbouring properties, either residential or business or any other properties whatsoever.

Faults. The CPE we supply to you to connect to the service remains our property at all times. You are responsible for maintaining all CPE in good order. You should also ensure that you are aware of the installation route of the network apparatus across your premises and draw this to the attention of any third-party doing work on your premises. If you report a fault which we trace within your premises boundary, we will make an appointment to carry out repairs or replace faulty CPE but if, in the reasonable opinion of the engineer, the fault was caused by damage to the CPE or the network apparatus, then a charge may be made which you shall be liable to pay. You are responsible for the cost of replacing CPE 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 four (4) hours from the time the fault was notified to us.

We cannot guarantee a fault-free performance. Due to factors outside our control (including without limitation, your CPE position, wall thickness, device capability) the internet access availability and speed of the service may vary from time to time.

How to tell us about problems. If you have any questions or complaints about the service, please contact us (our contact details appear on page 1 of these terms and conditions).

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 the service from us which will end if this contract ends.

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

Changing the contract. We may at any time modify, amend or alter the terms of this contract and/or the service: 1) if 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 service we provide; 2) for quality of service reasons; 3) for security, technical or operational reasons; 4) if we introduce a new service, feature or equipment; PROVIDED ALWAYS that the changes do not materially disadvantage you and the service either remains substantially the same or better and that we determine it necessary to make such changes.

Withdrawal of service. We may withdraw your chosen service 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 wish to move you to means that the charges increase, we will give you at least 30 days' notice before such change and, in such circumstances, you may cancel the service affected by the change.

Suspending the services

Your rights if we suspend the service because of our actions We may have to suspend the service to:

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

We will use reasonable endeavours to ensure that necessary maintenance and support work is carried out overnight and we will endeavour 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 three (3) working days (Monday – Friday 9am to 6pm), we will adjust the charges so that you do not pay for the service for any period of suspension beyond three (3) working days. Any adjustment will appear as a credit on your next invoice.

Your rights if we suspend the service because of your actions We may suspend the service, with or without notice:

1. if you do not pay your invoice by the due date;
2. if you misuse our network or do not comply with our Acceptable Use Policy; or
3. if you breach the 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

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 breach 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 the service to access the internet.

You are responsible for your own equipment. We are not responsible if you are not able to use the services because your own 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 service, does not conform to the relevant standard or does not meet the minimum specifications or because of networks over which we have no responsibility.

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 or via email or other forms of communication over our network, and we are not responsible for any loss, corruption or damage to that data.

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; or any liability which may not otherwise be limited or excluded under applicable law.

We are not liable for various losses. The services provided to you under this contract are for business use only. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity, loss of sales or turnover, loss of or damage to reputation, loss of contract, loss of customers, wasted management or other

employee time, losses or liabilities under or in relation to any other contract, nor for any indirect, consequential loss of damage of any kind whatsoever..

Liability cap. Our total aggregate liability in each 12 month period commencing from the date of this contract however arising under or in connection with this contract whether in contract, tort (including negligence), precontract or other representations or otherwise shall be limited to: (i) the value of the charges paid by you to us in the 12 month period immediately prior to the date on which the cause of action arose; or (ii) £2,000.

Termination

Termination during the Minimum Term. If you end the contract during the Minimum Term and you have no right to do so in accordance with these terms and conditions, you will be liable to pay an early termination charge. The early termination charge is equal to the amount of: (1) all charges accrued but unpaid at the date of termination; and (2) one hundred percent (100%) of the remaining charges that would have been payable by you but for early termination of the contract. Should you wish to terminate the service, please contact us to discuss. If you give us one month's notice to end the contract at the end of the Minimum Term, then no early termination charge will apply.

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.

Ending the contract after the Minimum Term. , You must give us one month's notice. The contract will not end until one 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.

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

1. you do not make any payment to us when it is due and you still do not make payment within seven (7) days of us reminding you that payment is due;
2. you use the service in breach of the Acceptable Use Policy,

Either Of Us May End The Contract. Either you or we may end the contract immediately on written notice if the other party:

1. is in material breach of this contract and in the case of a remediable breach, has failed to remedy the breach within 30 days of the other party being notified of such breach;
2. is unable to pay its debts, make or offers to make any arrangement or composition with any one or more of its creditors, or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against that other party or if any resolution or petition to wind up that other party is issued or passed or presented otherwise than for the reconstruction or amalgamation or if an administrator or a receiver of the other party's undertaking property or assets or any part thereof is appointed; or
3. suspends, ceases or threatens to suspend or cease, to carry on all or a substantial part of its business.

Privacy and Data Protection

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 and in accordance with applicable legislation. **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

We may transfer this contract to someone else. We may transfer our rights and obligations under this contract 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.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under this contract to another person if we agree to this in writing.

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 this contract

If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses of this contract operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

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 breach of 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.

The laws which 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.

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Voice services

Box Broadband voice services are only available with a Box Broadband internet 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. The 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 business phone user, we may contact you to discuss your phone usage requirements and reserve the right to restrict,

suspend or end the services on notice. 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.

The 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, the 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 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 router or bridge device (which is CPE) in order to use our services. The outer model we provide will be determined by your bespoke requirements and whether we are connecting to any specific data room equipment or existing IT infrastructure. Our demarcation for troubleshooting and fault management is always our CPE. Anything the other side of the interface from our CPE is the responsibility of the Business.

The router remains our property and must be returned at the end of service. On installation our technician will power up the router and test for internet connectivity.

Occasionally Box Broadband 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@boxbb.co.uk or ring us on 0330 113 0180.

Moving premises

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.

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, or support@boxbb.co.uk or write to us at Box Broadband Limited, The Old Bakery, Collins Court, 39 High Street, Cranleigh, Surrey GU6 8AS.