

General Terms and Conditions

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1. Introduction

- 1.1. These General Terms and Conditions (**General Terms** or **this agreement**) are applicable to all customers who purchase our Services and Products.
- 1.2. These General Terms replace all previous versions, and they were last updated on 19th September 2024.
- 1.3. Our registered address is 2nd Floor College House, 17 King Edwards Road, Ruislip, London, HA4 7AE. Our company registration number is 14685025.
- 1.4. We provide broadband services to residential customers in our network area, and provide related products.

2. Definitions

- 2.1. In this agreement,
 - 2.1.1. **Activation Date** means the date the Services under an Order are activated by us at the relevant Premises.
 - 2.1.2. **Contract Term** means the period of time that you agree to receive, and that we will provide, Services, as set out in the Order.
 - 2.1.3. **End User** means a person who receives or makes use of the Services provided to you.
 - 2.1.4. **Fees** means our fees and charges in respect of our Goods and/or Services, as set out in the Summary Documents, our Website and welcome pack.
 - 2.1.5. **Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
 - 2.1.6. **Goods** means any Hire Equipment and/or Products.
 - 2.1.7. **Hire Equipment** means any product and equipment (such as a router) that we hire to you, as set out in an Order.
 - 2.1.8. **Ofcom One Touch Switch** means the regulated process introduced by Ofcom that allows you to switch broadband or landline providers through your new provider, without needing to contact us.

Key Points

These terms and conditions replace all previous versions and were last updated on 19th September 2024.

We provide broadband services to residential customers in our network area, and provide related products.

Please review the definitions on the left as these will be used throughout these Terms and Conditions.

Full details of all pricing can be found at www.hometunity.co.uk/

2.1.9. **Products** means any products and equipment we will provide you under an Order.

2.1.10. **Social Tariff** means a discounted Fee for Services offered to eligible low-income or vulnerable consumers.

3. Placing an order

- 3.1. You may issue a request for us to provide Services, Products and/or Hire Equipment online at our Website or by phone, or by any other process which we may advise to you, from time to time (**Order Request**).
- 3.2. We may, in our discretion, accept or reject an Order Request. If we accept the Order Request, we will confirm this with you.
- 3.3. Where we agree an Order for our Services, then we will provide you with a contract summary and contract information document (**Summary Document**), outlining the keys terms. If the Summary Document and the terms and conditions in this agreement conflict, the terms and conditions of this agreement prevail. Only the description of the services that we will provide you, and any costs and fees set out in the Summary Document form part of this agreement.
- 3.4. When you make an Order Request:
 - 3.4.1. you warrant and confirm you're at least 18 years old; and
 - 3.4.2. we may at any time:
 - 3.4.2.1. ask for proof of identity and address;
 - 3.4.2.2. carry out credit and identity checks on you; and
 - 3.4.2.3. carry out any other checks we deem necessary.
- 3.5. We may elect to reject an Order Request if we are dissatisfied with any of our checks.
- 3.6. Each Order we agree to shall constitute an individual contract for the supply of the relevant Services, Products and/or Hire Equipment specified in that Order and shall be subject to these General Terms.
- 3.7. Where an Order that we agree is in respect of Services, then you agree that the term of that Order shall commence on the date that your Services are activated by us, and shall continue for the Contract Term, unless terminated earlier in accordance with these General Terms. If the Contract Term expires, then that Order will continue on a monthly rolling basis until that Order is terminated under these Terms, and where you agree that you must pay to us an additional £5 per month for the provision of the Services under that Order.
- 3.8. You may from time to time request an Update to an existing Order (Update Request). If we accept the Update Request, then will confirm this with you and this will constitute a new Order, and you agree that a new Contract

Key Points

We will provide you with a contract summary and contract information document before you order which sets out the key facts and pricing.

You must be at least 18 years old to take our services.

We may reject an Order Request if we are dissatisfied with any of our checks.

Each order shall constitute an individual contract.

The Contract Term commences on the date your Services are activated by us.

Once the Contract Term expires, the order will continue on a monthly rolling basis at an additional £5 per month.

You may request to update an order from time to time and a new contract term shall apply to this, unless we have agreed otherwise with you.

Term shall apply to that new Order (which for the avoidance of doubt will commence on and from the date that we activate the relevant new Services or same Services to a new Premises) unless otherwise agreed by us in writing.

4. Provision of Services and Goods

- 4.1. Where we accept an Order, and subject to your compliance with these General Terms, then:
 - 4.1.1. will provide the relevant Services and/or Goods in accordance with this Agreement;
 - 4.1.2. we will use reasonable endeavours to install the Services and/or delivery the Goods by any dates that we advise you (and if we don't advise you of a specific date, then within a reasonable time of our acceptance of your Order);
- 4.2. You acknowledge that if we transfer your Service from or to another provider, you acknowledge that you may experience a temporary loss or interruption of your Services.

5. Broadband speeds

- 5.1. In respect of any accepted Order for Services, the Contract Summary will set out an estimated broadband speed that will be provided to you, including:
 - 5.1.1. the normal available upload and download speeds;
 - 5.1.2. the minimum guaranteed download speed;
 - 5.1.3. the minimum upload speed;
 - 5.1.4. the maximum upload and download speed; and
 - 5.1.5. the advertised (headline) upload and download speeds, if advertised.
- 5.2. Your upload and download speeds will depend on various factors, such as:
 - 5.2.1. the type of connection i.e. wired or wireless;
 - 5.2.2. the capability of your device or computer;
 - 5.2.3. the number of connected devices in your property; and
 - 5.2.4. your home environment.
- 5.3. Our estimated speeds are based on the physical speed being delivered to your router and any speed guarantee is offered based on the physical connection speed to your router.
- 5.4. Whilst we aim to provide the estimated speeds, we cannot guarantee them. Speeds may take up to two weeks to stabilise after installation of the relevant Services (**Initial Period**). If you experience lower download speeds after the Initial Period (**Speed Issue**):

Key Points

We will work to install the Services and/or deliver the goods by any dates we advise you.

If you switch your services from another provider, you may experience a temporary loss of service.

Your Contract Summary will contain key information about your estimates and guaranteed speeds.

Speeds do vary based on various factors, such as wireless technology, number of devices and your home environment.

Any speed guarantee and estimate we give is based on the physical connection speed to your router and not the various factors.

Speeds may take up to two weeks to stabilise after the installation date.

- 5.4.1. you must contact us and notify us of the Speed Issue (**Initial Notice**);
- 5.4.2. we will use reasonable endeavours to attempt to solve the Speed Issue; the
- 5.4.3. you must follow our reasonable instructions (including how to measure the download speed on your line) in respect of the Speed Issue, and attempting to resolve it; and
- 5.4.4. subject to your rights at clause 5.5, we may give you the option to:
 - 5.4.4.1. receive a discount on your Fees;
 - 5.4.4.2. downgrade to a more suitable Service; or
 - 5.4.4.3. cancel the relevant Order for the relevant Services without any early termination charges.
- 5.4.5. If, after 14 days following the date of your Initial Notice, your download speed still Regularly falls below the minimum guaranteed download speed, you can terminate the relevant Order for the relevant Services without penalty, provided you have followed our reasonable instructions and allowed us to carry out necessary steps to rectify the fault.

6. Goods

- 6.1. We may provide you with Hire Equipment under an accepted Order, and you acknowledge and agree that all rights, title and interest in the Hire Equipment remains with us. We provide you a licence to use the Hire Equipment at your Premises, for the sole purpose of use of our Services only, until such time as we cease providing the Services to you.
- 6.2. We may install, use, modify, replace, or remove any Hire Equipment in your property, and remotely manage, repair, or upgrade it.
- 6.3. We may send you instructions to install certain Goods yourself, or we may send our Personnel to install the Goods. We will inform you if our Personnel are required to visit your Premises to perform an installation of the Goods and if there is an additional charge.
- 6.4. We cannot guarantee that our Services and Goods will work with or interoperate with any other equipment or products.
- 6.5. In respect of any of our Hire Equipment you must:
 - 6.5.1. keep it secure and safe;
 - 6.5.2. not damage or tamper with it;
 - 6.5.3. keep any original packaging;
 - 6.5.4. follow our instructions and any manufacturer instructions and manuals for its use;

Key Points

If your speed falls below the minimum guaranteed speed on a daily basis for three continues days and we can't resolve the issue within 14 days, you may be given the option to receive a discount on your package, downgrade to a different product or cancel the contract without any termination charges.

Any Hire Equipment provided to you that you have not paid for, such as a router is on loan to you and owned by us.

We may install, use, modify, replace or remove and necessary equipment in your property to provide the service, and remotely manage, repair or upgrade it.

You are responsible for taking care of our equipment, not tampering with it, keeping the original packaging and follow the manufacturer's instructions.

- 6.5.5. notify of us immediately of any defects or issues with it;
- 6.5.6. return this to us, or make it available for our collection, if we cease providing Services to you, as we direct you, and where you must return it to us, risk the Hire Equipment remains with you until we receive possession of it; and
- 6.5.7. indemnify us, and pay us immediately on demand, for any loss or damage caused by you to us.
- 6.6. You acknowledge that our Hire Equipment may be new or "as new" (meaning it has been refurbished or repackaged but operates as new).
- 6.7. Title in the any Products passes to you on payment in full of the relevant Fees to us.
- 6.8. Risk in the Goods will pass to you when the Goods have come into your physical possession (whether by collection or delivery).

7. Sending our Personnel to your Premises

- 7.1. In respect of any attendance of our Personnel to your Premises in relation to our Services and/or Goods, you agree to ensure that someone 18 or over must be present and within the Premises during the whole time of the visit.
- 7.2. You agree to provide to us and our Personnel all reasonable access to your Premises in order to provide you the Services and/or Goods, and to respond to any reported faults or defects with the Services and/or Goods. If you fail to provide us access, will not be liable to you for any suspension, continued defects or faults, or failure to provide, the Goods and Services to you.
- 7.3. We may charge you a call out and service fees (which we'll tell you before booking a visit) and you agree that you will still be charged that fee if:
 - 7.3.1. our Personnel cannot complete their visit as they can't access the property, equipment or any distribution point; or
 - 7.3.2. you cancel the appointment within 1 working day of the appointment date; or
 - 7.3.3. our Personnel is sent to the wrong address, which was provided by you; or
 - 7.3.4. On attending your Premises property, our Personnel or us reasonably determines that:
 - 7.3.4.1. the Premises or your equipment is unsafe; or
 - 7.3.4.2. no fault or default exists (if the attendance is in respect of a fault or defect); or
 - 7.3.4.3. our Personnel is prevented by you or any other person, or circumstances beyond their reasonable control, from doing any work they deem reasonable; or

Key Points

If you notice any defects or issues with the Hire Equipment, please let us know immediately.

Our Hire Equipment may be new or "as new" (meaning it has been refurbished or repackaged but operates as new).

If we need to send our Personnel to your premises, someone 18 or over must be present during the whole time of the visit.

You agree to provide us and our Personnel access to your property and to respond to any reported faults or defects.

You may be charged a call out fee for our Personnel for various reasons. Please see point 7.3.

7.3.4.4. if we or our Personnel have a reasonable belief that the fault or error (if the attendance is in respect of a fault or error) was caused by you, your equipment, or your Premises.

7.4. You agree that we may perform additional work beyond our standard procedures, such as relocating your telephone master socket, to the extent that we deem reasonably necessary. We may charge you additional labour costs in respect of that work, but we will inform you of those charges before commencing the work. You acknowledge and agree that any such works will not be undone if we cease providing the Services to you.

7.5. We will inform you as early as possible if we have to cancel or change the schedule of an appointment to visit your Premises by our Personnel.

8. Fees and payments

8.1. Each year, your Fees will increase in accordance with this clause, except when we've agreed otherwise with you. We will notify you in advance of the increase and calculate it by multiplying your existing Fees by the combined percentage of the Consumer Price Index (CPI) rate figure and 2%. Our full CPI Price Increase policy can be found on our website (www.homeunity.co.uk).

8.2. We may increase your Fees for the Services if our wholesalers increase their fees due to regulatory changes. We will notify you in advance of such increases. If we determine that such increase significantly disadvantages you, and if no regulatory authority specifies otherwise, you will have the right to cancel the Services without incurring any penalty.

8.3. You are responsible for paying all Fees, including those incurred by anyone who accesses your Services.

8.4. If you place an Order for Services after switching from another provider using the Ofcom One Touch Switch process and the Services are delayed, you may be entitled to compensation. You can find out more by contacting us, or visiting Ofcom.org.uk.

8.5. In respect of an Order for Services that we have accepted, your first invoice for the Fees will be sent approximately one week after the Services are activated. This covers the period from activation of the Services until the end of the first month, and you must pay the invoice within 5 days of the invoice being issued to you. If your Services are activated in the last week of the month, your first invoice may also include the Fees for the following month.

8.6. Except in the first month (as set out in clause 8.5), we will invoice you at the start of each calendar month, in advance, for the monthly Fees, and in arrears for any usage-based charges, such as call charges. You must pay us the Fees within 7 days of receiving the invoice unless otherwise agreed in advance by us.

Key Points

Each year we increase our prices in line with inflation using the Consumer Price Index plus 2%.

If you switch to another provider using the Ofcom One Touch Switch process and your order is delayed, you may be entitled to compensation.

Your first invoice will be sent around one week after the services are activated, covering your Services from the activation date to the end of the month.

If your services are activated in the last week of the month, your first invoice will cover the services in arrears from the activation date to the end of the month, plus your services one month in advance.

Except in the first month, we will invoice you at the start of each calendar month in advance for your monthly Fees and in arrears for any usage-based charges.

- 8.7. In respect of any Order for Goods or rectification services, we will send you an invoice within a reasonable time after we accept the relevant Order, and you must pay us the invoice within 5 days. You must pay us the Fees without any set-off or deduction.
- 8.8. If any payment has not been made in accordance with this Agreement, we may (at our absolute discretion):
- 8.8.1. have rights to suspend and/or terminate the Services, in accordance with clause 11; and
- 8.8.2. charge you a late payment fee for any amounts outstanding after the due date, as set out in the Pricing Policy available on our website www.homeunity.co.uk.
- 8.9. We will send you electronic bills unless you request paper bills, in which case we will charge you an additional fee.
- 8.10. Our invoices in respect of Services must be paid by recurring direct debit card payments, unless we otherwise agree in writing.
- 8.11. All Fees include VAT, unless otherwise stated.
- 8.12. You agree that we may set-off or deduct from any monies payable to you under this Agreement, any amounts which are payable by you to us (whether under this Agreement or otherwise).

9. Use of the services

- 9.1. You must not use the Services (and ensure no End Users):
- 9.1.1. for any business purpose;
- 9.1.2. in any way that damages, interferes with or interrupts the supply of our services and goods to our customers;
- 9.1.3. send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive;
- 9.1.4. download, possess or transmit in any way, illegal material
- 9.1.5. in compliance with all applicable laws, and any acceptable use policies we provide you from time to time;
- 9.1.6. engaging in criminal or unlawful activities;
- 9.1.7. infringing on the rights or property of others, including intellectual property rights and privacy;
- 9.1.8. intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or

Key Points

If payment is not made by the due date, your services may be suspended and you may incur a late payment fee. We will notify you in advance of this happening.

All bills must be paid by Direct Debit unless we agree otherwise in writing.

All Fees include VAT.

You must not use this service for any business purpose or in any way that may interfere with the supply of our services.

Any illegal or unlawful activities will be a breach of these terms and conditions.

data held in any computer or to impair the operation of any such program or reliability of any such data;

9.1.9. routing or re-routing services on, from, or to our network through unauthorised means; or

9.1.10. use that adversely impacts our network or customers, contravenes our acceptable use policies or general internet standards.

9.2. You agree to indemnify and promise to pay us on demand for any Liabilities suffered or incurred by us arising out of or in connection with any claim made or threatened against us by a third party arising out of a breach by you or any End Users of section 9.1.

9.3. Our Services are broadband only and do not provide any inbound or outbound phone service, including availability to call emergency services unless you have specifically ordered a telephone service from us.

9.4. To ensure network integrity and avoid network degradation, we may need to manage your use of or access to our Services, which may impact their quality. While we do not usually measure and shape traffic, we may need to change or manage services in limited circumstances.

10. What we both agree to do

10.1. We will make reasonable efforts to provide Services with skill and care, and in accordance with applicable laws and regulations. Due to the nature of the services, we cannot guarantee their continuous availability or error-free performance, and you acknowledge that factors such as geography, atmosphere, or environment may affect service quality.

10.2. You agree to (and ensure any End Users):

10.2.1. provide such cooperation and assistance as we reasonably require to provide you the Services and/or Goods;

10.2.2. follow our reasonable instructions about using the services;

10.2.3. ensure your service address is registered with Royal Mail;

10.2.4. obtain all necessary consents or permissions for us to provide Services, such as permission to lay cables to your home or your landlord's consent if you are a tenant;

10.2.5. allow us access to install, repair, or carry out maintenance on any of our Services;

10.2.6. allow us or our Personnel access to collect any Hire Equipment provided by us;

10.2.7. inform us if you change your name, address, email address, payment details or any other information we need to know about;

10.2.8. keep usernames, passwords, and PINs safe;

Key Points

Our Services are broadband only and do not provide any inbound or outbound phone service, including emergency services unless you have specifically ordered a phone service from us.

We will make reasonable efforts to provide the Services with skill and care in accordance with applicable laws and regulations.

We cannot guarantee the Services continuous availability and error-free performance.

You agree to follow our reasonable instructions about using the services.

You agree to allow us access to install, repair or carry out maintenance on any of our Services.

You agree to inform us if any of your personal information changes.

- 10.2.9. not to remove, modify, relocate or tamper with any sockets or equipment relating to the broadband services, such as a telephone socket or Optical Network Terminal (ONT);
- 10.2.10. not allow any person or company to repair any part of our Services or Hire Equipment, unless authorised by us; and
- 10.2.11. not connect any equipment to our network that may harm it or other customers' equipment or services. If you do, you must immediately disconnect it at your expense or allow us to do so.

11. Our right to suspend, restrict or terminate

11.1. We reserve the right to temporarily suspend, restrict or terminate any or all the Services or Goods we provide, in the following circumstances:

- 11.1.1. When there's a network breakdown or maintenance is required;
- 11.1.2. When you breach or we reasonably suspect you've breached any significant term of these General Terms;
- 11.1.3. you have failed to pay any Fees due to us by their due date;
- 11.1.4. When we suspend or restrict a related service;
- 11.1.5. When we suspect fraudulent activity related to your use of the Services or your payment method;
- 11.1.6. When it's legally required or required by regulators;
- 11.1.7. When you're abusive, threatening or make unreasonable demands on us, or abuse our processes; or
- 11.1.8. When your usage of the services is excessive compared to a typical customer (as reasonably determined by us).

11.2. Without limiting our rights under this agreement (including under clause 11.1), where you do not make payment of the Fees in accordance with the agreed payment terms, we will follow our Non-Payment and Disconnection Policy in respect of our suspension and termination process, available at (www.homeunity.co.uk/).

12. Cancelling an Order

- 12.1. If you wish to cancel an Order for a Service or Goods under this clause 12 you can do so by calling us on 020 7112 8482, by writing to us (in accordance with section 18) or completing the cancellation form in section 33.
- 12.2. You may cancel your Order for Services at any time up to 14 days after the Activation Date. We agree not to commence the provision of the relevant Services and Goods during this cancellation period, unless you make an express request for us to do so. You acknowledge and agree that after you have accepted this agreement or we have accepted an Order, if you instruct

Key Points

We reserve the right to suspend, restrict or terminate any or all services, equipment or goods we provide for various reasons as outlined in 11.1. The most likely reason is if network maintenance is required or you pay your bill late,

If we suspend, restrict or terminate any services, your agreement will remain in effect unless for certain reasons as outlined in 11.1.

We may ask you to cover reasonable costs we incur for suspending, restricting or resuming services along with your normal charges.

If you wish to cancel an order or service, the best way is to call us, or you can write to us.

If you cancel within your 14 day cooling off period and have agreed to have your services activated within this period, you must pay for any services received and costs incurred up to the point of cancellation, including the full activation cost.

us to provide the relevant Services within this cancellation period, this will be taken to be an express request by you, and you will lose your right to cancel if the relevant Services are fully performed by us. If you exercise your right to cancel under this clause you will be liable to pay to us an amount for the relevant Services supplied up to when you inform us that you intend to cancel, which will be proportionate to the full Fees for the relevant Services during the term of the relevant Order.

12.3. If you have an Order for Products, you have 14 days after the day you (or someone you nominate) receives the Products, unless:

12.3.1. the goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receive the last delivery, to change your mind; or

12.3.2. the goods are for regular delivery over a set period, in which case you have until 14 days after the day you receive (or someone you nominate) receives the first delivery of the goods.

12.4. Returning Products after you cancel this Agreement: If you cancel this Agreement for any reason after the Products have been dispatched to you, you must return them to us (unless we agree to collect them, in which case, we will charge you the direct cost to us of collection). If you are exercising your right to change your mind under this clause 12 you must send off the Products to us within 14 days of telling us you wish to cancel this Agreement.

12.5. Costs of return: We will pay the costs of return:

12.5.1. if the Goods are faulty or misdescribed;

12.5.2. if you are exercising your right to change your mind in accordance with this clause 12;

12.5.3. in all other circumstances you must pay the costs of return.

12.6. Deductions from refunds if you are exercising your right to change your mind: If you are exercising your right to change your mind:

12.6.1. In respect of Goods, we may reduce your refund of the Fees (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by your mishandling. If we refund you the Fees paid before we are able to inspect the Goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;

12.6.2. where you elect to return the Goods using a more expensive form of delivery (for example a courier) than we typically use.

12.7. When your refund will be made: We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind under clause 12 then:

Key Points

You have 14 days from when you receive the Products or Services to cancel without being bound to the full contract Term.

If you cancel this Agreement you must return any goods within 14 days to us.

If you are cancelling within your 14 days, we will pay the costs to return any Goods.

We may reduce any refund due if there is a reduction in value of the Goods caused by your mishandling.

We will refund any monies due within 14 days or returning any Goods or 14 days after you have cancelled your Agreement, whichever is later.

12.7.1. for Orders of just Products, or Orders of Services and Goods, and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the relevant Goods back from you; or

12.7.2. for Orders of just Services, your refund will be made within 14 days of your telling us you have changed your mind.

13. Termination of an Order or these General Terms

13.1. You may terminate an Order for Services at any time after the Activation Date, without cause, by giving us 30 days' written notice.

13.2. The 30-day notice period does not apply if you switch to another provider using the Ofcom One Touch Switch process.

13.3. If you have switched providers using the One Touch Switch process and have already paid for our Services beyond the date that you switched to a new provider, and you are outside your Initial Period, we will refund any overpayment within 30 days of you switching to a new provider, provided that any Hire Equipment has been returned to us in accordance with clause 6. Note that an early termination fee may still be payable in accordance with clause 8.8.2.

13.4. If you terminate the Order during the Contract Term, you must pay us, within 5 days of the date of the termination date, an amount equal to 50% of the Fees that would have been payable for the Services for the remainder of the Contract Term.

13.5. If an Order for Services is terminated for any reason, and you do not transfer your broadband internet services to another provider and we do not receive a request from your new provider to switch over the services, we may charge you the cost of disconnecting the broadband services to the relevant Premises.

13.6. This Agreement or any relevant Order may be terminated immediately upon written notice by a Party (Non-Defaulting Party) if:

13.6.1. the other Party (Defaulting Party) breaches a material term of this agreement and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or

13.6.2. the Defaulting Party takes any step or action in connection with its entering bankruptcy, administration, liquidation or any composition or arrangement with its creditors, being wound up (whether voluntarily or by order of the court, having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

Key Points

If you cancel after 14 days of your services being activated and within the initial contract term, you will pay 50% of your package price for the remainder of the contract.

After your initial contract term has ended, you can cancel by giving 30 days notice except where using the Ofcom One Touch Switch process, in which case you will be only charged until the day your services switch, provided you are outside your Initial Period.

If you cancel and we don't receive a request to transfer your services to another provider, a broadband disconnection fee will apply.

If either of us break any important term of your agreement and don't remedy it within 10 Business days of being notified.

We may cancel your agreement if you become bankrupt or enter into a insolvency voluntary agreement.

13.6.3. We may also immediately terminate an Order and/or these General Terms by giving you written notice if we're entitled to suspend, restrict or disconnect any, or all, of the services under section 11.1.

13.7. If an Order and/or these General Terms are terminated for any reason:

13.7.1. we will cease providing the Services to you;

13.7.2. you must pay all amounts due and payable to us under these General Terms;

13.7.3. any Hire Equipment may be permanently disconnected or restricted by us;

13.7.4. any credit balance on your account will be used to pay outstanding Fees; and

13.7.5. If you still have a credit balance after the deductions for outstanding charges, this will be refunded within 10 working days of returning any Hire Equipment to us.

13.8. Unless otherwise agreed between the Parties, if these General Terms are terminated, then any current Order will also terminate on the date of expiry or termination.

13.9. Termination of these General Terms or an Order will not affect any rights or liabilities that a Party has accrued under it.

14. Warranties and Representations

14.1. Each party to this agreement represents, warrants and agrees that:

14.1.1. it has full legal capacity, right, authority and power to enter into this agreement, to perform its obligations under this agreement, and to carry on its business; and

14.1.2. that this agreement constitutes a legal, valid and binding agreement, enforceable in accordance with its terms.

14.2. You represent, warrant and agree:

14.2.1. to comply with this agreement and all applicable laws;

14.2.2. that all information and documentation that you provide to us in connection with this agreement is true, correct and complete;

14.2.3. to comply with our reasonable requests or requirements;

14.2.4. that you will provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the goods and services; and

14.2.5. that you have not relied on any representations or warranties made by us in relation to the goods or services (including as to whether the

Key Points

We may terminate an Order if we're entitled to suspend, restrict or disconnect any of the services. This is likely to happen due to non-payment.

Any credit balance on your account will be used to pay any outstanding Fees.

Any remaining credit balance after the deductions will be refunded within 10 working days of returning any Hire Equipment to us.

You represent, warrant and agree that all information and documentation you provide to us is true, correct and complete.

You agree that you have not relied on any representations or warranties made by us in relation to the goods or services.

goods or services are or will be fit or suitable for any particular purposes), unless expressly stipulated in this agreement.

15. Intellectual Property

- 15.1. All existing intellectual property rights owned by a party (**Existing Materials**) prior to the commencement of this agreement will at all times be owned by the respective party. Nothing in this agreement constitutes a transfer or assignment of each party's Existing Materials.
- 15.2. Ownership of all intellectual property rights in any materials provided to you in order for us to provide the goods and services shall at all times vest in us.
- 15.3. You grant us a non-exclusive, irrevocable, worldwide, sublicensable and non-transferable right and license for the duration of this agreement, to use your Existing Material, solely for the purposes of providing the goods and services. We grant you a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and license for the duration of this agreement, to use our Existing Materials, for you to benefit from the provision of the goods and services.

16. When we make changes to Services or this agreement

- 16.1. We reserve the right from time to time in its sole discretion to make operational or technical changes to the Services and/or Goods, including to comply with any changes in applicable laws and regulations.
- 16.2. We reserve the right to make changes to these General Terms, and we will notify you in writing or through an updated notice on our website.
- 16.3. In the event that you object to the changes referred to in this clause 16 and they are of material detriment to you, as defined by Ofcom, you may terminate an Order and/or these General Terms without any additional charges, except for accrued Fees up to the date of termination, provided that you contact us (as per section 18) within 30 days of receiving the notification of the relevant change.

17. Moving home

- 17.1. If you plan to move house and wish to continue using our Services, you must notify us at least 14 days in advance so that we can terminate your old service.
- 17.2. Depending on what contract length you choose at your new home, will depend on any applicable installation fees.
- 17.3. If the technology you are on changes when you move home (for example moving from one network provider to another), you may need to pay for new equipment, such as a router. We will let you know this before you place an order.
- 17.4. While we will make every effort to transfer your services to the new location, if we are unable to transfer all or some of them to an address in

Key Points

Any intellectual property provided to you shall remain at all times in our ownership.

We reserve the right to make operational or technical changes to the Services and/or Goods, including to comply with any changes in applicable laws and regulations.

We reserve the right to make changes to these General Terms and will notify you in writing (if you are a customer) or an updated notice on our website (for prospective customers).

If any changes to these General Terms are of material detriment to you, you may terminate an Order without any additional charges.

If you plan to move house and wish to continue using our Services, you must notify us at least 14 days in advance.

If we cannot transfer your services to another UK address, your contract will be cancelled without any additional charges.

the United Kingdom, your contract will be cancelled without any additional charges, except for accrued charges.

18. Contacting each other

- 18.1. If you can't find the information you need on our website or through our chat service, you can contact us by calling us on 020 7112 8482. We'll need to verify your identity before discussing your account with you, and if you're not the account holder, we may only be able to provide limited information.
- 18.2. If you need to give us written notice for any reason, you can do so at www.homeunity.co.uk/contact or by post to Home Unity Ltd, 2nd Floor College House, 17 King Edwards Road, Ruislip, London, HA4 7AE.
- 18.3. If we need to get in touch with you, we'll use your billing address, email address, mobile or fixed telephone number, or any other contact method you've requested. If we need to give you written notice, we'll do so by email, SMS, or pre-paid post to the address or number you've provided.
- 18.4. Any notice or document we send you will be considered delivered 48 hours after posting if it's sent by first-class post. Notices sent by SMS or email will be considered delivered when they're sent.

19. Matters beyond our reasonable control

- 19.1. Without limiting your right to cancel this agreement under these General Terms, and to the maximum extent permitted by law, neither Party will be liable for any delay or failure to perform their respective obligations under this Agreement if and to the extent such delay or failure is caused or contributed to by a Force Majeure Event. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under this agreement.

20. Resolving problems and complaints

- 20.1. If you encounter any issues with your Services, please refer to our help and support pages. If this does not resolve your problem, please contact us as soon as possible. You can view our full list of policies, available at www.homeunity.co.uk which may assist in answering your question in the first instance.
- 20.2. If you have a complaint, please refer to our Complaints Code of Practice (www.homeunity.co.uk). This code outlines how to raise a complaint, what steps are taken to resolve a complaint and how to settle disputes through independent dispute resolution services.
- 20.3. If you have concerns regarding the accessibility of our Services, please view our Vulnerable Customers Policy, available at (www.homeunity.co.uk), and contact us so that we can consider how to ensure you can access our Services without detriment.

Key Points

You can contact us in various different ways at www.homeunity.co.uk/contact

If we need to get in touch with you, we'll use your billing address, email address, mobile or fixed telephone number, or any other contact method you've requested.

Neither party shall be liable for any delay or failure to perform their respective obligations under this Agreement if and to the extent the delay or failure is caused or contributed by a Force Majeure Event.

If you encounter any issues with your services, please refer to our help and support pages and contact us if the issue persists.

If you have a complaint, our Complaints Code of Practice can be found on our website www.homeunity.co.uk

Our Vulnerable Customer Policy is available at www.homeunity.co.uk

21. Liability

- 21.1. Nothing in this agreement limits any liability which cannot be legally be limited, including liability for:
- 21.1.1. death or personal injury caused by negligence;
 - 21.1.2. fraud or fraudulent misrepresentation;
 - 21.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act; or
 - 21.1.4. defective products under the Consumer Protection Act 1987.
- 21.2. The restrictions on liability in this clause 21 apply to every liability arising under or in connection with this agreement including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.
- 21.3. Subject to clause 21.1, and to the extent permitted by law:
- 21.3.1. our liability under this agreement will be reduced proportionately to the extent that the relevant liability was caused or contributed to by our acts or omissions, including any failure by us to mitigate the loss;
 - 21.3.2. if either Party fails to comply with this agreement, neither Party will be responsible for any losses that the other Party suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with this agreement;
 - 21.3.3. we are not liable to you for any Liability that you incur arising from:
 - 21.3.3.1. problems caused by other network operators/providers of telecommunications services;
 - 21.3.3.2. third party services, applications, equipment or goods, content or viruses that you access or use through the services; or
 - 21.3.3.3. failure of any alarm or monitoring (including health) system or any other services, applications equipment or goods not provided or supplied by us that you try to run over our network or services.
- 21.4. Our aggregate liability to you for any Liability arising from or in connection with this agreement will be limited to the higher of the total Fees paid or payable by you for all Orders.

22. Call recording and monitoring

- 22.1. We, or our Personnel, may monitor or record your communications:
- 22.1.1. For business reasons, such as quality control, training and complaints;
 - 22.1.2. To prevent unauthorised use of our systems;
 - 22.1.3. To ensure our systems operate effectively; and

Key Points

Nothing in these terms excludes or limits our liability for anything we can't exclude or limit by law.

There are certain things we are never liable for, which can be found in section 21.3.3.

Our total liability shall be limited to the total fees paid or payable by you for all orders.

We, or our Personnel may monitor or record your communications with us for various reasons as set out in section 22.1

Any communication with us will be stored on file for no less than 12 months.

22.1.4. To prevent or detect crime.

22.2. Any communication with us will be stored on file for a period no less than 12 months.

23. Privacy and data protection

23.1. You agree to our Privacy Policy (available at www.homeunity.co.uk), which outlines how we collect, store, process and use your information.

24. Other important terms

24.1. Without our consent, you are not allowed to transfer, assign, novate any part of this agreement to any other person.

24.2. Subject to clause 24.3, a Party must not assign or deal with the whole or any part of its rights or obligations under this agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

24.3. You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with this agreement, to a debt collector, debt collection agency, or other third party.

24.4. Notwithstanding any other provision of this agreement, nothing in this agreement confers or intended to confer any right to enforce any of its terms on any person who is not a party to it.

24.5. Each paragraph in this agreement functions independently. If any court or relevant authority declares any paragraph illegal, the remaining paragraphs will continue to be valid.

24.6. If we don't insist on you fulfilling any of your obligations or enforce our rights, or if we delay in doing so, it does not imply that we have given up our rights or that you are exempt from fulfilling those obligations. If we decide not to enforce any of our rights, we will inform you in writing. However, this doesn't mean we'll do the same in the future.

24.7. This agreement is exclusively between you and us, and no other person has the right to enforce any of its terms except for us.

24.8. The laws of England and Wales govern this agreement, and we both agree to accept the jurisdiction of the English courts and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

25. Premium Wi-Fi

25.1. Our Premium W-Fi product helps improve wireless performance around your property by reducing blackspots with the help of additional equipment.

25.2. We will supply a Wi-Fi booster along with your router to customers who opt to take the Premium Wi-Fi services.

Key Points

You agree to our privacy policy which can be found on our website www.homeunity.co.uk

The contract you have cannot be transferred to another person without our consent.

We may transfer any debt that is owed by you to us to a debt collection agency or other third party.

This agreement is exclusively between you and us, and no other person has the right to enforce any of its terms except for us.

Our Premium Wi-Fi product is there to help reduce Wi-Fi blackspots.

One Wi-Fi booster is included in the monthly subscription.

- 25.3. If the Wi-Fi is still not fully covered in your property, please let us know (see section 15 contacting each other) and we will carry out some initial checks and review your home environment to improve the Wi-Fi connection.
- 25.4. If after this, there are still Wi-Fi blackspots within your property, we will send up to two additional Wi-Fi boosters.
- 25.5. If after receiving the 2 additional boosters you still experience Wi-Fi blackspots, you may be given the following options:
- 25.5.1. To remove the Premium Wi-Fi package, return your Wi-Fi boosters and receive a credit for 1 month of the Premium Wi-Fi package; and
 - 25.5.2. Keep your equipment and receive a 50% monthly discount on the Premium Wi-Fi package.
- 25.6. The Premium Wi-Fi service can be added or removed at any time in line with section 9. Adding or removing products.

26. Social Tariffs

- 26.1. In order to receive a Social Tariff, you agree that you are a recipient of universal credit or pension credit issued to the same address where we provide you with the Services. The pension/ credit account holder name must match the name of the contract holder who holds a contract with us.
- 26.2. We reserve the right to immediately cancel any Order where we have reason to believe any request for a Social Tariff is fraudulent, does not meet the criteria as set out in clause 26.1, or where you have not provided us with sufficient evidence of your Social Tariff status within 7 days of accepting this agreement.
- 26.3. Once every Contract Term, we may request evidence to determine whether you are still eligible for Social Tariffs in accordance with clause 26.1, and you agree to provide us with evidence within 14 days of our request.
- 26.4. If you are no longer eligible for Social Tariffs, or do not provide sufficient evidence of your eligibility, you will be moved to the equivalent standard tariff at the lowest available price from the next billing period, or you may be given the right to cancel the Order without penalty. We will inform you of any changes to your eligibility for Social Tariffs, and make you aware of your new Fees no less than 7 days before the change takes effect.

27. Terms applicable to all Home Phone Services

- 27.1. When you order our home phone services:
- 27.1.1. where you request to switch your phone number to our network, we will, where possible inform you where we are unable to switch your existing phone number to our network, and give you the option of a new number or allow you to cancel the Order without incurring a penalty; or

Key Points

If you experience Wi-Fi blackspots, let us know and if we can't resolve it, we'll send up to two further Wi-Fi boosters.

If you still experience blackspots after this, we may give you the option to remove the Premium Wi-Fi package or receive a monthly discount.

We may cancel your order for a social tariff if evidence of the applicable credits is not sent in 7 days.

Each time you renew your contract, we may ask you for proof you are still receiving the credits. If you no longer receive the credits, you'll be offered an alternative package or be given the right to exit without penalty.

For Home Phone Services, we'll request to switch your number to our network or provide you with a new number where applicable.

27.1.2. where you do not request to switch your phone number to our network, we will assign you a telephone number.

27.2. You do not own the telephone number assigned to you. We may need to change your number where:

27.2.1. a regulator (e.g., Ofcom) requires us to;

27.2.2. a new telephone line needs to be provided at your premises; or

27.2.3. you move to a new property,

and in such cases, we will use our reasonable endeavours to provide as much notice to you as possible.

28. Digital Line Rental Services

28.1. Digital Line Rental uses voice over IP (VoIP) protocols, which runs over the internet to allow inbound and outbound calls from your handset via the Hire Equipment.

28.2. To receive these Services, you must have a fixed broadband package with us.

28.3. Your Hire Equipment must be powered on and connected to a broadband service to make or receive calls.

28.4. If you are a vulnerable customer and rely on the digital line phone service as your only way of communicating, you must let us know before you order these Services.

29. Fixed Line Rental Services

29.1. Our fixed line rental Services are provided over a copper line from your local telephone exchange to your home.

29.2. To receive this Service, we will switch your line onto our network.

29.3. You do not need to have a broadband service or power to use the phone Services, provided your telephone handset does not require wired power.

29.4. In the event of a loss of service on your fixed line, you will be unable to make or receive calls, and you may:

29.4.1. request that a network divert is added to divert calls from your landline to an alternative number whilst the fault is being investigated; and

29.4.2. where you request that the calls are diverted from your landline to an alternative number, any diverted calls will be treated as an outbound call, will be chargeable based on your bundle and our standard call rates found on our website.

Key Points

Numbers are not owned by you and are not guaranteed to always be available or kept.

Digital Line Rental needs the internet and power to work.

You'll need to receive broadband from us to receive our Digital Line Rental service.

If you are a vulnerable customer and the house phone is your only way of communicating, let us know before you order the services.

Our fixed line rental Services are provided over a copper line to your home.

We'll need to switch your line onto our network to provide this service.

If the event of a loss of service, you may request a divert is added to divert calls to an alternative number whilst the fault is being investigated.

30. Home Telephone Call Rates and Billing

- 30.1. All outbound calls will be charged based on your agreed package and in line with our call rates pricing found at www.homeunity.co.uk.
- 30.2. You can review your bundle usage and call history online at <https://billing.homeunity.co.uk/>
- 30.3. We calculate our calls based on details logged and recorded by us and other operators, which may take up to 60 days to calculate.
- 30.4. All calls are billed on a per second basis, rounded up to the nearest penny.
- 30.5. All calls are billed one month in arrears.
- 30.6. We bill our calls based on the rate that was applicable when the call was made.
- 30.7. If you have taken a call bundle that has an allowance of minutes, inclusive minutes will be deducted in one-minute increments (with any seconds rounded up to the nearest minute).
- 30.8. All our call packages are subject to a fair use policy, please see our Home Telephone Call Rates at www.homeunity.co.uk for further information.
- 30.9. We may apply restrictions on your telephone line, such as for premium rate numbers, texts, or international numbers. You can contact us to request any restrictions to be removed and additional Fees may apply.

31. Mobile Terms

- 31.1. If you are switching to us from another provider and want to either (1) keep your same number, or (2) obtain a new phone number and cancel your existing contract, you'll need to provide us with a PAC or STAC code from your current provider. The code is only valid for a limited time and can only be used once. We may need to change your SIM card, telephone number, or network and will inform you if this is required.
- 31.2. You acknowledge and agree that you do not own the telephone number or SIM card assigned to you. You may be able to transfer your number to another provider, but this is not guaranteed.
- 31.3. You must not use the mobile service to artificially inflate traffic to any revenue share service.
- 31.4. If you take a mobile service from us and you are already a broadband or telephone customer, we may offer you a discounted rate on the Fees.
- 31.5. If you cancel your broadband or telephone contract in accordance with this agreement and keep your mobile service, any discounted rate will end on the cancellation date.
- 31.6. If your current device is locked to another network, you may need an unlocking code from your current provider. Entering an incorrect code may permanently lock your device, and we are not liable for this.

Key Points

Our call rates and call packages can be found on our website www.homeunity.co.uk

All calls are billed one month in arrears, on a per second basis, rounded to the nearest penny.

All our call packages are subject to a fair use policy.

We may apply restrictions to premium rate numbers. You can contact us to request these to be removed and we may ask you to pay a deposit.

You'll need to provide either a PAC or STAC code if you want us to cancel your existing contract.

If you have other services from us, the discounts offered will only apply whilst you have the SIM and broadband/telephone service.

You may need an unlocking code if your device is locked to another network.

32. Mobile Call Rates and Billing

- 32.1. All calls, texts and data will be charged based on your agreed package and in line with our pricing found at www.homeunity.co.uk.
- 32.2. You can review your bundle usage and call history online at www.billing.homeunity.co.uk.
- 32.3. We calculate our billing based on details logged and recorded by us and other operators which may take up to 60 days, and your bundle usage is updated in order for when the information is received by our network provider.
- 32.4. All calls are billed on a per second basis.
- 32.5. All data is billed on a per MB basis.
- 32.6. All data and premium messages are rounded up to the nearest penny.
- 32.7. All usage is billed one month in arrears.
- 32.8. We bill your usage based on the rate that was applicable when the usage happened.
- 32.9. If you have purchased a call bundle that has an allowance of minutes, included minutes will be deducted in one-minute increments (with any seconds rounded up to the nearest minute).
- 32.10. If you have purchased a data bundle that has an allowance of data, inclusive data will be deducted in one MB increments, rounded up to the nearest MB.
- 32.11. All our unlimited packages are subject to a fair use policy, please see our Mobile Rates policy at www.homeunity.co.uk for further information.
- 32.12. We may apply restrictions on your mobile service (e.g., for premium rate numbers, texts, adult content). You can contact us to request any restrictions to be removed and a deposit may be requested from you.
- 32.13. If you change your bundle or plan, any unused part of your bundle will be lost.
- 32.14. If your SIM card is lost, stolen or used without authorisation, you must pay any charges incurred until it is suspended.
- 32.15. If you use your SIM abroad, roaming charges will apply, unless you have purchased a roaming bundle. Rates can be found in our Mobile Rates policy at www.homeunity.co.uk.
- 32.16. Access to overseas networks depends on our agreements with foreign operators and may vary in quality and coverage.
- 32.17. If you are near the border of another country's network, you may connect to that network and incur roaming charges for that country.

Key Points

All out of bundle rates can be found on our website.

You can view your billing usage and history online, which can be delayed based on when the networks provide the information.

Your usage is billed at the rate that was applicable when the usage happened.

All our unlimited packages are subject to a fair use policy which can be found on our website.

We may apply restrictions to premium rate numbers.

You can contact us to request these to be removed and we may ask you to pay a deposit.

If your SIM card is lost, stolen or used without authorisation, you must pay any charges until it is suspended.

Roaming fees apply for when using your SIM outside of the UK and can be found on our website.

33. Cancellation Form

To: Home Unity
2nd Floor College House,
17 King Edwards Road,
Ruislip,
London,
HA4 7AE

I hereby give notice to cancel my order for the supply of the following service
ordered on ____/____/____.

* Delete as appropriate

Service Ordered:

Account Holder Name:

Address Line 1:

Address Line 2:

Address Line 3:

County:

Town:

Postcode:

Signature:

(Signature only required if this form is completed on paper)

Date:

Key Points

If you wish to cancel, we
recommend that you call
us.

If you prefer to write to us,
you can use this
cancellation form to cancel
an order before it has been
activated.

To cancel an order after it
has been activated, please
contact us at
[www.homeunity.co.uk/con
tact](http://www.homeunity.co.uk/contact)

This form is in accordance
with The Consumer
Contracts (Information,
Cancellation and Additional
Charges) Regulations 2013.