

# Internet Services Terms

## 1. Background

1.1 These following additional terms & conditions supplement the Master Services Agreement and apply to all services in Simply Comms Ltd DSL service ranges, as updated and revised from time to time on the Website.

1.2 These terms & conditions explain our responsibilities to you, along with your responsibilities to Simply Comms Ltd and to the other users of the service. By using our services, you agree to accept these terms and conditions.

1.3 If there is anything you do not understand or have any further questions about this product, please contact our Support Line or email us at the support email address.

1.4 Customers must be 18 years or older to register for the service.

1.5 Simply Comms Ltd reserves the right to refuse any application for service.

1.6 Simply Comms Ltd reserves the right to add to and/or amend these terms and conditions at any time. Any amendments and/or additions shall be published on our Website. We encourage you to look at this agreement on a regular basis to ensure that you are aware of our current terms and conditions. If We do make any additions or amendments to these terms and conditions, you will be deemed to have accepted these changes if you continue to use our services unless We receive any communication from you objecting to these changes within 30 days of the date of publication on our Website.

## 2. Definitions

2.1 **ADSL:** Asymmetric Digital Subscriber Line, means the technology that enables the high speed transmission of digital data on the internet over a telephone line);

2.2 **Broadband Usage Policy:** means the policy located at the Company website;

2.3 **BT:** means British Telecommunications plc;

2.4 **Carrier:** means any supplier of electronic communications services to Simply Comms Ltd for the service;

2.5 **Customer:** means any person or organisation with whom Simply Comms Ltd enters into an agreement subject to these terms and conditions;

2.6 **Customer Apparatus:** means apparatus owned by

you not forming part of the CPE but which may be connected directly or indirectly including but not limited to any microfilter/modem or router you may purchase for self-installation but not including CPE;

2.7 **CPE:** means any equipment which is supplied by Simply Comms Ltd;

2.8 **DSL:** means Simply Comms Ltd ADSL and SDSL products and services;

2.9 **Minimum Period of Service:** unless otherwise specified, means the period of 12 months, unless otherwise stated in the Customer Sales Order, beginning on the date when the Carrier enables you to receive the live service;

2.10 **Normal Working Hours:** means the working hours of the Simply Comms Ltd Support Line service, as published on our Website from time to time;

2.11 **Premises:** means your premises where the service is to be installed;

2.12 **SDSL:** Symmetric Digital Subscriber Line, means the technology that enables the high speed transmission of digital data on the Internet;

2.13 **Support Line:** means the telephone support line described on the Website;

2.14 **Website:** means Simply Comms Ltd Website, located at [www.simplycomms.net](http://www.simplycomms.net);

2.15 **We, Us, and Our:** means Simply Comms Ltd; and

2.16 **You and Your:** means the Customer who orders the service.

## 3 The Service

3.1 The service is described on Our Website.

3.2 By using our service, you agree to accept these terms and conditions. You agree to receive the service and pay the fees for the service for the Minimum Period of Service and thereafter until termination of the Agreement in accordance with [clause 8](#).

3.3 To obtain this service you will need to supply Simply Comms Ltd with certain details that will be requested when placing your order. You must ensure that the information provided is complete and accurate. Simply Comms Ltd will comply with applicable data protection legislation in respect of it in accordance with our Privacy Statement.

3.4 You accept that it is not technically possible to provide telecommunications services that are entirely free of faults and Simply Comms Ltd does not undertake to do so. You also accept that you may not be able to receive the service due to technical restrictions. If such technical restrictions are discovered after the Agreement date, Simply Comms Ltd has the right to terminate the

Agreement in accordance with clause [8.3](#).

3.5 You must have an access line that is a suitable BT analogue line which has no incompatible services on it and is connected to a suitable BT exchange at which there is appropriate capacity.

3.6 Provisioning of the service by Simply Comms Ltd is subject to distance limitation and survey by BT.

3.7 Simply Comms Ltd cannot be held responsible if you cannot or cease to be able to receive the service if you change from or do not maintain the minimum technical requirements necessary for access to the Simply Comms Ltd service, as specified on our website. Simply Comms Ltd supplies the service to you on condition that you are the person or entity contracting with BT for the BT phone line associated with the service.

3.8 Simply Comms Ltd may occasionally have to interrupt the service or change the technical specification of the service for operational or planned maintenance reasons, for upgrades or because of an emergency. Simply Comms Ltd will attempt to give you as much notice as practically possible of any planned interruption of your service.

3.9 Simply Comms Ltd will correct reported faults as quickly as possible. Should you encounter a fault with the service you should report this by phoning the Support Line. Simply Comms Ltd will investigate the fault during normal working hours between Monday to Friday, excluding public holidays. You are responsible for all call charges that you incur because of telephone calls to the Support Line.

#### **4. Installation by the Customer**

4.1 You are fully responsible for:

4.1.1 Connecting a suitable modem/router to the relevant port on the microfilter

4.1.2 Connecting a suitable microfilter to the Carrier's master socket and any extension sockets at your premises.

4.1.3 Simply Comms Ltd accepts no liability whatsoever for any loss you or any third party may suffer because of your installation of the service, including but not limited to loss caused by your installation of any Customer Apparatus or CPE.

4.2 If Simply Comms Ltd supplies you with CPE it comes "as is" with no warranty as to its fitness for purpose or otherwise. Simply Comms Ltd will use reasonable endeavours to assist with reasonable queries you may have in respect of initial installation of the service, however, to the extent that such queries relate to any problems which, following an initial diagnosis, may be out of Simply Comms Ltd control or ability to remedy, (including but not limited to Customer Apparatus or CPE) Simply Comms Ltd does not guarantee that it shall be able to help resolve any such difficulties. Such limited support shall be provided to you by telephone or email.

4.3 If you purchase a modem/router from Simply Comms Ltd We will arrange for it to be delivered to your premises. While Simply Comms Ltd will attempt to deliver the modem/router to you within such timescales as may have been advised to you verbally, Simply Comms Ltd does not guarantee that such timescales will be achieved.

4.4 You should notify Simply Comms Ltd of any fault with the modem/router by contacting Simply Comms Ltd by telephoning or emailing the Support Line. A diagnosis will then be carried out, and if it is determined that the hardware is at fault, and the hardware is still covered by warranty, Simply Comms Ltd will arrange for a replacement modem/router to be sent to your premises.

4.5 Simply Comms Ltd accepts no liability whatsoever for any loss you or any third party may suffer a result of your misuse or accidental damage you cause to the modem/router.

#### **5. Customer Apparatus**

5.1 You shall be responsible for the repair and maintenance of any Customer Apparatus used in order to obtain or use the service.

5.2 You shall ensure that all Customer Apparatus complies with any applicable law. You shall immediately disconnect any Customer Apparatus if such apparatus does not or ceases to conform to any applicable standard (if any) for the time being in force.

5.3 Your Customer Apparatus must be technically compatible with the service and approved for that purpose under any relevant legislation or telecommunications industry standards.

5.4 Simply Comms Ltd accepts no liability whatsoever for any loss you may suffer because of your use or misuse of the Customers Apparatus or as a result of any faults in your Customer Apparatus.

#### **6. Use of the Service**

6.1 You are solely responsible with respect to the accuracy, reliability, availability, and performance of resources and / or content accessed through the internet (including but not limited to, all financial and other transactions of any kind entered into by you or any user of the service with any third party), which in all cases you accept are at your own risk and, in any event, beyond Simply Comms Ltd control.

6.2 You will comply with (and ensure that all users of the service provided to you comply with):

6.2.1 All relevant legislation, licences and regulations (including, but not limited to, legislation and regulations relating to e-commerce and consumers) and mandatory instructions or guidelines issued by regulatory authorities;

6.2.2 Any codes of practice relevant to use of

service;

6.2.3 Any internet standards that are accepted and adopted by the internet industry where failure to comply with such standards would adversely affect the provision of the service;

6.2.4 Our Internet and Email Acceptable Use Policy which is located at [www.simplycomms.net](http://www.simplycomms.net); and

6.2.5 Any reasonable instructions that We may give from time to time.

6.3 You shall not use, nor allow any other(s) to use, the service to:

6.3.1 send, knowingly receive, upload, download or distribute any material that is unsolicited, defamatory, offensive, abusive, obscene, pornographic or menacing, or in breach of copyright, confidence, privacy or any other rights;

6.3.2 violate or infringe any rights of, or cause unwarranted or needless inconvenience, annoyance or anxiety to, any other person;

6.3.3 breach any laws, legislation, regulations, codes, standards or content requirements of any relevant body or authority;

6.3.4 obtain unauthorised access to any information, network or telecommunications system(s);

6.3.5 compromise the security or integrity of any network or telecommunications system(s), including without limitation any part of our network or telecommunications systems;

6.3.6 place any viruses or other similar computer programs onto the service or the internet;

6.3.7 store, distribute or reproduce commercial software or reproduce a third party's software or material without the permission of that third party and/or the relevant rights holder(s);

6.3.8 for any improper, fraudulent or otherwise unlawful purpose; or

6.3.9 to spam or to send or provide unsolicited advertising or promotional material or knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party. You agree to take all reasonable steps to make sure that this does not happen.

6.4 Simply Comms Ltd shall investigate any suspected or alleged breach of this agreement and in doing so we will always act reasonably and fairly. If in our reasonable opinion, you use the service in any way that is or is likely to be detrimental to the provision of service to you or any other of our customers then you will take such corrective and immediate action as We may require. If, in our reasonable opinion, you fail to take such corrective action within a period of 3 (three) days of our demand, We shall be entitled to suspend the service without notice.

6.5 In all circumstances, you will indemnify us against any claims, actions or legal proceedings (including reasonable related costs and expenses, legal or otherwise) which are brought or threatened against us by a third party because the service has been used or is being used in breach of clauses [6.1](#) to [6.4](#).

## 7. Charges and Payment

7.1 Except as otherwise provided in the Agreement, all Charges, and other sums due from the Customer in respect of the Services and/or Equipment shall be set out in the Customer Order Form and/or the Invoice relating to such Equipment and/or Services.

7.2 The Customer shall pay the Charges (without any set off or deduction of any kind) monthly as stated in the Customer Order Form and/or the invoice For the avoidance of doubt, all payments shall commence from the date of activation.

7.3 Simply Comms Ltd states all Charges exclusive of VAT, unless specified otherwise. All Charges not specified in an Order Form shall be at a standard list price. Charges shall do not include the cost of delivery to the UK mainland of any Equipment Simply Comms Ltd supplies to the Customer. The Customer will pay to Simply Comms Ltd in each case within fourteen (14) days of the date of invoice:

7.4 in relation to telephone line rental: monthly in advance;

7.5 in relation to Internet Services: monthly in advance; and

7.6 in relation to phone call charges: monthly in arrears.

7.7 any additional charges at Simply Comms Ltd's standard rates from time to time in force in respect of any additional services which Simply Comms Ltd may from time to time provide at the request of the Customer.

7.8 Simply Comms Ltd shall be entitled from time to time to amend the billing periods and the invoice dates applicable to any charges.

7.9 The Customer will pay the charges and any other amounts due to Simply Comms Ltd by direct debit or such other method of payment as Simply Comms Ltd may specify.

7.10 If Customer reasonably and in good faith disputes an invoice or part of it, Customer shall notify Simply Comms Ltd of such dispute within 14 days of receipt of the invoice, providing details of why the invoiced amount is incorrect and, if possible, how much Customer considers is due. All Charges not in dispute shall be paid by the Due Date.

7.11 Where Simply Comms Ltd has not received payment for undisputed Charges by the Due Date, Simply Comms Ltd shall: (i) contact Customer's Accounts Payable Department to request payment; (ii) be entitled to charge interest on the overdue Charges at the bank of England standard base rate, permitted by applicable law; and (iii) be entitled to charge any administration fees or other similar charges levied by a bank in respect of any unpaid items returned by the bank. Where Simply Comms Ltd has not received payment within 16 calendar days of the Due Date, Simply Comms Ltd may take all or any of the following actions until such time as payment, including any interest due, has been received.

(a) withhold any sums owing to Customer by Simply Comms Ltd and offset it against any sums Customer owes to Simply Comms Ltd under this Agreement.

(b) suspend Customer's and/or End User's use of the Services in relation to which Charges are outstanding.

(c) withdraw any discount in relation to the relevant Equipment or Service and charge Customer Simply Comms Ltd's standard list prices for that Equipment or Service; and

(d) subject to Simply Comms Ltd having first invoked at least one of the remedies as set out in Clauses [7.11\(a\)](#) to [\(c\)](#), Simply Comms Ltd shall be entitled to terminate this Agreement in whole or in part.

7.12 Failure to make payment within the terms set may result in account suspension and the Customer will incur an administrative charge of £75.00.

7.13 Customer shall not be entitled to offset any sums owed to it by Simply Comms Ltd under any Agreement or dispute between the Parties against any sums that Customer owes to Simply Comms Ltd under this Agreement.

7.14 Simply Comms Ltd may credit assess Customer from time to time as reasonably required to assess Simply Comms Ltd's risk. Each credit assessment shall entitle Customer to have a credit limit on Customer's Simply Comms Ltd account (details of which are available on request).

7.15 If Simply Comms Ltd is not satisfied as to the creditworthiness of the Customer, it may:

7.15.1 notify the Customer that no further credit will be allowed.

7.15.2 require all Charges owing by the Customer to Simply Comms Ltd to be paid immediately in cash.

7.15.3 require the Customer to pay Charges in advance.

7.15.4 require the Customer to provide a guarantee as security for payment of future invoices; and/or

7.15.5 require the Customer to pay a deposit.

7.16 Where the Customer does not pay by direct debit, unless Simply Comms Ltd agrees otherwise, the Simply Comms Ltd will:

7.16.1 charge a payment processing fee of £4.50 (or such other sum as set out in the Price List); and

7.16.2 deduct the payment processing fee from any money received before any payment is allocated against the Charges for the Service.

7.17 The charges for Engineering Services shall be on a time and materials basis:

7.18 The charges shall be calculated in accordance with Simply Comms Ltd's Standard Daily Fee Rate;

7.19 Simply Comms Ltd's Standard Daily Fee Rate for each individual person are calculated on the basis of an eight-hour day from 9.00 am to 5.00 pm worked on Business Days;

7.20 Simply Comms Ltd shall be entitled to charge an overtime rate of 25% of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause [7.19](#); and

7.21 Simply Comms Ltd shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Simply Comms Ltd engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence, and any associated expenses, and for the cost of services provided by third parties and required by Simply Comms Ltd for the performance of the Services, and for the cost of any materials.

7.22 Simply Comms Ltd reserves the right to increase the price of the Equipment, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment to Simply Comms Ltd that is due to:

7.22.1 any factor beyond the control of Simply Comms Ltd (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

7.22.2 any request by the Customer to change the delivery date(s), quantities or types of Equipment ordered, or the Equipment Specification; or

7.22.3 any delay caused by any instructions of the Customer in respect of the Equipment or failure of the Customer to give Simply Comms Ltd adequate or accurate information or instructions in respect of the Equipment.

7.23 In respect of Equipment, Simply Comms Ltd shall invoice the Customer on or at any time after completion of delivery.

## 8. Cancellation and Termination

8.1 If you are an individual and the service is not being used for business purposes, you may cancel this agreement or any part of it before the date of install and connection to our service or fourteen (14) days after entering into this agreement (whichever is the earlier). You must tell us in writing and pay for the return of, in an "as new" condition and in the original packaging, the CPE and any additional items supplied by us to you. If you do not return the CPE and any other items we have supplied to you in an "as new" condition before the date of install, We will not refund any payment that you have made in respect thereof. After the commencement of the service, the cancellation provisions set out by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will not apply.

8.2 You may terminate this agreement to take effect after the Minimum Period of Service by giving Simply Comms Ltd not less than thirty (30) days written notice. If you wish to end this agreement before the end of the Minimum Period of Service or due to any breach of the Agreement that causes your line to cease, Simply Comms Ltd will be entitled to charge you the fees which would have been made payable by you for the balance of the Minimum Period of Service. If you move from your premises, Simply Comms Ltd shall be entitled to charge you fees which would have been payable by you for the balance of the Minimum Period of Service at the premises. If you wish to receive the service at a new location, you will be required to start a new contract for service at your new premises.

8.3 You agree to pay Simply Comms Ltd the greater sum of either (i) a Cease Charge Fee of £250.00 +VAT; or (ii) the rental charges remaining under the term, in the event that you:

8.3.1 terminate the service;

8.3.2 move to another internet Simply Comms Ltd without requesting and using a Migration Authority Code (MAC); or

8.3.3 move house/office.

8.4 Simply Comms Ltd may end this agreement if:

8.5 The Carrier supporting the service ceases to do so for whatever reason or materially changes the terms of its provision of electronic communications services to Simply Comms Ltd for the service beyond the reasonable control of Simply Comms Ltd;

8.5.1 You fail to comply with any of the material terms & conditions of this agreement;

8.5.2 It transpires following the Agreement date that, for any reason out of the control of Simply Comms Ltd, the services will not be able to be provided to you. In the event of termination in accordance with this sub-clause 8.5.2 Simply Comms Ltd shall repay to you any fees which you have paid in advance for the services.

8.6 Your right to use the service shall immediately terminate when this agreement comes to an end.

8.7 If you choose to cancel the Agreement after the order has been submitted by yourself and before the date of install, the fees for the Minimum Period of Service could be due. It is recommended that you speak to Simply Comms Ltd Support Team or e-mail them directly for confirmation of any fees that will be due.

## 9. Limitation on Liability

In addition to the limitations set out in clause 12 of the Master Services Agreement, Simply Comms Ltd shall not be liable for any loss suffered due to changes to the BT exchange line or any other Carrier line or communications equipment resulting in termination or suspension of the service.

## 10. Indemnity

You agree to indemnify and hold us harmless for all liabilities, loss, claims and expenses that may arise from a breach in these conditions by you and any transmission or receipt of any content or message which you have requested or made using this service.

## 11. Personal Details and Privacy

11.1 We will process your personal data in accordance with our Privacy Statement.

11.2 It is your responsibility to keep us advised of any changes to your personal data, including any change of name or address.

## 12. Breach of Conditions

12.1 We shall investigate any suspected or alleged breach of this agreement. We reserve the right to take any action we deem reasonably appropriate and proportionate to the breach of the Agreement.

12.2 If we decide that you have breached the Agreement, We will use reasonable endeavours to give you notice of our intention to suspend or end the service. If you fail to remedy the breach or we are unable to contact you We reserve the right to suspend or end the service. If we decide the breach is of a serious nature,

this may include jeopardising or compromising the security or integrity of our network and serious breach of our Broadband Usage Policy, We reserve the right to suspend the service with immediate effect without giving notice whilst details of the breach are investigated further.

## 13. Amendment of these Conditions

All references in these terms and conditions to any law or statement of Simply Comms Ltd policy means the latest current policies of law in force as amended, extended, consolidated, or re-enacted from time to time.

## 14. Expenses

The Customer shall pay to Simply Comms Ltd all costs and expenses (including all legal fees based on an indemnity basis) incurred by Simply Comms Ltd in enforcing any of the terms and conditions of this agreement, or exercising any of its other rights and remedies under the Agreement, including (without prejudice to the generality) all costs incurred in tracing the Customer in the event that legal processes cannot be enforced at the address last notified to Simply Comms Ltd.

## 15. Compliance with Ofcom General Conditions of Entitlement

15.1 Where the relevant Service is an Electronic Communications Service pursuant to the Applicable Law including the Ofcom General Conditions of Entitlement ('General Conditions'), this clause will apply. Where the relevant Electronic Communications Service is part of a Bundle, this clause will extend to the whole Bundle including, where applicable, any element of the Bundle that is not an Electronic Communications Service.

15.2 To comply with requirements set out in the General Conditions, Simply Comms Ltd may provide Customer with certain information, where applicable.

15.3 Customer may waive their right to certain protections under the General Conditions. If applicable, Waivers will be set out in the Commercial Terms and/or Order Form.

15.4 Customer can verify if the Service is an Electronic Communications Service and find out more information on Waivers at [www.simplycomms.net](http://www.simplycomms.net)

## 16. CHANGES TO THE TERMS OF THIS AGREEMENT

16.1 Please refer to clause 14 of the General Terms and Conditions. Clause 14 of the General Terms and Conditions applies in full to this Agreement.