

Please read the following important terms and conditions before You buy anything from Us and check that they contain everything that You want and nothing that You are not willing to agree to.

Summary of some of Your key rights:

If there is something wrong with the Services provided to You, the remedies for Services will apply. If there is something wrong with Your Goods, the remedies for Goods will apply. In practice, there may be some overlap between the remedies available to You and We will try agree to with You the most appropriate course of action.

Summary of some of Your key rights (Goods):

The Consumer Rights Act 2015 says Goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of Your product You're entitled to the following:

up to 30 day - : if Your Goods are faulty, You can get a refund;

up to six month - : if Your Goods can't be repaired or replaced, then You're entitled to a full refund in most cases;

up to six years - if Your Goods do not last a reasonable length of time You may be entitled to some money back.

You DON'T have a legal right to a refund or replacement just because You change Your mind,

Summary of some of Your key rights (Services):

The Consumer Rights Act 2015 says:

You can ask Us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if We can't fix it;

if You haven't agreed a price upfront, what You're asked to pay must be reasonable;

if You haven't agreed a time upfront, it must be carried out within a reasonable time.

This is a summary of some of Your key rights. For detailed information from Citizens Advice please visit www.adviceguide.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of Your key rights. It is not intended to replace the contract below, which You should read carefully.

This contract sets out:

- Your legal rights and responsibilities
- Our legal rights and responsibilities; and
- certain key information required by law.

This contract is used for when You and We enter into a contract.

In this contract:

- We, Us or Our means The-Bunch Limited, a company incorporated in England and Wales under company number 10303631 whose registered office is at 36 King Street, Bristol, England BS1 4DZ; and
- You or Your means the person buying Goods and Services from Us.

If You don't understand any of this contract and want to talk to Us about it, please speak with Us in store or contact Us by:

- e-mail at Hello@the-bunch.co.uk where We shall endeavour to respond as soon as possible between the hours of 9:00AM to 5:00 PM on a Business Day; and
- by telephone on 07493 101 734 between the hours of 9:00AM to 5:00 PM on a Business Day.

Who are we?

We are registered in England and Wales under company number: 10303631.
Our registered office is at: 36 King Street, Bristol, England BS1 4DZ.

1. INTRODUCTION

- 1.1. If You buy Goods and Services from Us You agree to be legally bound by this contract.
- 1.2. You may only buy Goods and Services from Us for non-business reasons.
- 1.3. When buying any Goods and Services You also agree to be legally bound by specific terms which apply to certain Goods or Services (or both) including the Terms & Conditions of any Third Party Supplier, for example terms relating to the use of the TV Licence or Broadband Contract.

2. INFORMATION WE GIVE YOU

- 2.1. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that We must give You certain key information before a legally binding contract between You and Us is made (see the summary box below). We will give You this information in a clear and understandable way. Typically, We will do this before You buy the Goods and Services from Us. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 14.3).

Information We will give You

We will give You information on:

- the main characteristics of the Goods and Services You want to buy;
- who We are, where We are based and how You can contact Us;
- the total price of the Goods and Services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which We will work out the price);
- any additional delivery and installation charges (or where this cannot reasonably be worked out in advance, the fact that such additional charges may be payable);
- the arrangements for payment, delivery, installation, performance, and the time by which We will deliver and install the Goods;
- the arrangements for payment, carrying out of the Services, and the time by which We will carry out the Services;

Our complaint handling policy;

the fact that We are under a legal duty to supply Goods that are in conformity with the contract;

Our commercial guarantees; and

how long the contract is for and how to end it.

2.2. The key information We give You by law forms part of this contract (as though it is set out in full here).

2.3. If We have to change any key information once a legally binding contract between You and Us is made, We can only do this if You agree to it.

3. DEFINITIONS AND INTERPRETATION

3.1. In this contract:

“Acceptance Date” means the date on which the contract is formed between You and Us which is the date we send You Your Confirmation E-mail;

“Broadband” the supply by a Third Party Supplier of any Wi-Fi broadband service to the Property for a minimum term (depending on the Relevant Package selected) of 1 month from connection and on the terms set out in the End User Agreement;

“Bunch Fee” means the fee charged by The-Bunch for the provision of the Services including all administrative and technical support which will be £120.00 per Tenant.

“Business Day” a day other than a Saturday, Sunday or bank or public holiday in England;

“Commencement Date”	The date of the Confirmation E-mail sent to you by Us.;
Confirmation E-mail	the e-mail sent to You by Us accepting Your offer to purchase Goods and Services from Us which confirms Your Personal Details (including Payment Details and Move In Date) and details of the Relevant Package;
“Consumer Laws”	the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Consumer Protection From Unfair Trading Regulations 2008 all other applicable UK legislation, statutory instruments and regulations in relation to the supply of Goods and Services to consumers (as defined in s2 of the Consumer Rights Act 2015);
“Data Protection Legislation”	the UK Data Protection the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union law relating to privacy;
“End User Agreement”	the agreement between Us and any Third Party Supplier or any agreement that We enter into with any Third Party Supplier on Your behalf, a copy of which is provided to You;
“Excluded Equipment”	any equipment listed as Excluded Equipment in Schedule 1 which must be returned to Us at the end of the contract in good condition and working order;
“Fee”	means the fee payable by You for the Goods and/or Services via the Monthly Payments;
“Goods”	the physical items that form part of the Relevant Package as listed in Your Confirmation E-mail;
“Letting Agent”	the letting agent as set out in the Order Form;
“Metered Utilities”	the supply of Utilities subject to the Tariffs as set out on the Website;
“Missed Payment”	any Monthly Payment that is not paid by You on the relevant Monthly Payment Date;
“Monthly Payment”	the payment made by You to Us for the Fee in respect of the Relevant Package for each month and the Bunch Fee as set out in the Confirmation E-mail, to be paid by Direct Debit or card payment;
“Monthly Payment Date”	the date on which Your Monthly Payment is due in respect of the Relevant Package as specified in the Confirmation E-mail;

“Move In Date”	means the date by which any of the Tenant(s) will be in occupation of the Property, as specified in the Order Form;
“Order”	the order for the Relevant Package;
“Order Form”	the written order for the Relevant Package as at Schedule 2;
“Personal Details”	Your personal and academic details including Your: full name, date of birth, home address, University You are attending, University student number, course You are enrolled on and contact details;
“Payment Details”	Your personal payment details including Your: credit/debit card details and bank details including Your bank account number and sort code which will be charged on each Monthly Payment Date in respect of the Relevant Package;
“Promotional Offer”	any promotional offer We may offer from time to time;
“Property”	your house as set out in the Order Form which is where We will deliver the Goods and perform the Services;
“Relevant Package”	the package selected by You on the Order Form, for the supply by Us of the Goods and/or Services to the Property for a term of the Rental Period from delivery and connection on the terms and conditions of this contract and as specified in any End User Agreement, as confirmed in the Confirmation E-mail;
“Rental Period”	the period of months from the Commencement Date until the end of the period agreed with Us and set out in the Order Form;
“Services”	the Services We will provide under the Relevant Package as set out in your Confirmation E-mail and any other Services which We provide or agree to provide to You;
“Set Up Service”	has the meaning given in your Confirmation E-mail and/or Schedule 1 depending on the Relevant Package;
“Signing-On Fee”	the sum of £15.00 per Tenant. Subject to clauses 4.1.4 and 5.10 this sum is non-refundable and must be paid by every Tenant in the Property prior to Our acceptance of the Order;
“Tenant(s)”	means any persons who have entered into, or is party to, a tenancy agreement in respect of the Property;

“Third Party Supplier”	any third party that provides Goods or Services in connection with the Relevant Package (including, without limitation, the supplier of the Broadband or the Utilities;
“TV Licence”	a TV licence as issued by the TV Licencing Authority to enable You to watch, record or download programmes on a TV, computer or other device which will be specific to the Property;
“University”	an accredited university or another recognised higher learning institution;
“Upfront Charge”	the upfront charge of the Relevant Package as set out in clause 8.2;
“Utilities”	the supply, whether metered or unlimited as the case may be, by a Third Party Supplier and arranged by Us, of gas, water, TV Licence, broadband, TV packages or electricity for the relevant contract term starting from delivery and connection on the terms and conditions of this contract for the Relevant Package and as specified in the End User Agreement;
“VAT”	value added tax, as defined by the Value Added Tax Act 1994;
“Website”	http://www.the-bunch.co.uk

3.2. In this contract:

- 3.2.1. a reference to a gender includes each other gender;
- 3.2.2. a reference to writing or written includes email;
- 3.2.3. words in the singular include the plural and vice versa; and
- 3.2.4. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

4. ORDERING GOODS AND SERVICES FROM US

4.1. Below, We set out how a legally binding contract between You and Us is made:

- 4.1.1. Any quotation given by Us before You make an order for the Relevant Package comprising of the Goods and Services is not a binding offer by Us to supply this.
- 4.1.2. When You decide to place an Order for the Relevant Package You will need to complete Our Order Form on our Website providing Us with:
 - 4.1.2.1. Your Personal Details;
 - 4.1.2.2. Your Payment Details;

- 4.1.2.3. full payment by You in respect of the Signing-On Fee; and
- 4.1.2.4. confirmation that a direct debit is to be set up in Your name with Us in respect of the Monthly Payments.

This is when You offer to buy the Relevant Package from Us.

- 4.1.3. When You submit Your Order with Us, We will acknowledge it by providing You with a receipt in respect of the Signing-On Fee and by email acknowledging Your Order. This acknowledgement does not, however, mean that Your Order has been accepted.
- 4.1.4. We may contact You to say that We do not accept Your Order. If We do this, We will refund Your Signing-on Fee to the bank account provided in Your Payment Details via direct debit and use reasonable endeavours to tell You promptly why We do not accept Your Order. This is typically for the following reasons:
 - 4.1.4.1. We cannot provide the Relevant Package (this may be because, for example, we cannot provide our Services in respect of a Property with a limited number of Tenants);
 - 4.1.4.2. the Goods are unavailable;
 - 4.1.4.3. We have reason to believe either Your or another Tenant's Personal Details, Payment Details or details regarding the Property are misleading or inaccurate;
 - 4.1.4.4. We cannot authorise Your payment;
 - 4.1.4.5. You are not allowed to buy the Relevant Package from us; for example, We do not provide our Services to Tenants who are not currently enrolled at a University, in full time employment or where some of the Tenants in the Property have not made an Order;
 - 4.1.4.6. We are not allowed to sell the Relevant Package to You; or
 - 4.1.4.7. there has been a mistake on the pricing or description of the Relevant Package.
- 4.1.5. We will only accept an Order if:
 - 4.1.5.1. all of the Tenants in the Property have made an Order;
 - 4.1.5.2. all of the Tenants have paid the Signing-On Fee;
 - 4.1.5.3. all of the Tenants are enrolled at University or in full time employment; and
 - 4.1.5.4. all of the Tenants have completed the sign on process via the Website.

- 4.1.6. We are only deemed to have accepted an Order once We send You a Confirmation E-mail accepting the Order (“**Acceptance Date**”) and setting out Yours and Our rights and obligations under the contract in respect of the Relevant Package. At this point:
- 4.1.6.1. a legally binding contract will be in place between You and Us;
 - 4.1.6.2. this contract will be for a fixed term;
 - 4.1.6.3. We will arrange for the Goods to be delivered; and
 - 4.1.6.4. We will arrange for the Services to be carried out at the Property in the way You and We have agreed.
- 4.1.7. You have a statutory 14 day cooling off period starting on the day after the Acceptance Date during which You may cancel the Order (“**Cooling Off Period**”). We will not deliver any Goods or perform any Services until the Cooling Off Period has expired. If You cancel Your Order during the Cooling Off Period then We will refund You any sums paid within 14 days of the request to cancel the Order.

5. DELIVERY AND INSTALLATION OF GOODS

- 5.1. The Goods comprise of the items listed in Schedule 1
- 5.2. We shall arrange for delivery of the Goods through the Third Party Suppliers. If You want information on Your delivery and installation options and any additional costs, speak with Us or visit the ‘Contact Us’ section on Our webpage before You place Your order.
- 5.3. We will reasonably endeavour to arrange delivery of the Goods on or shortly after the Move In Date (except where the Move In Date falls within the Cooling Off Period in which case We will deliver as soon as practical after the expiry of the Cooling Off Period) and provide You with an estimated date for their delivery and installation in the Confirmation E-mail (see clause 4.1.5). If we are unable to do so we will inform You of any proposed date for delivery and installation by e-mail.
- 5.4. Delivery of the Goods will take place when we deliver them at the Property. We will notify You once this has taken place.
- 5.5. If something happens which affects the estimated date of delivery of the Goods We will let You have a revised estimated date for delivery of them (see clause 6 for what happens if there are any problems in installing any Goods).
- 5.6. If the Goods are to be delivered after the Move In Date, either by an agreement with Yourself and the other Tenants of the Property or any other circumstance, We will arrange a date and five hour time window with Yourself or one of the other Tenants for the Goods’ delivery and installation.
- 5.7. We will not install any of the Goods unless We agree in writing with You that We will do so.

5.8. Where We cannot arrange delivery and installation through the Letting Agent We will attempt to arrange delivery directly with You. We cannot deliver the Goods if We are unable to properly identify You or one of the other Tenants. Please ensure that either You or one of the other Tenants is able to provide Our driver (and where we have agreed that installation will take place, the installation team) with a form of ID (passport or photo card driving licence). Unless You and We agree otherwise, if We cannot deliver Your Goods within 30 days of the Move In Date, We will:

5.8.1. let You know;

5.8.2. cancel Your Order; and

5.8.3. give You a refund.

5.9. If the Goods are to be delivered after the Move in Date and nobody is available to take delivery, please let Us know using the contact details at the top of this page.

5.10. You are responsible for the Goods when delivery has taken place. In other words, the risk in the Goods passes to You when You take possession of the Goods.

6. CARRYING OUT OF THE SERVICES

6.1. The Services comprise of those listed in your Confirmation E-mail depending upon the Relevant Package chosen and paid for by You.

6.2. Our carrying out of the Services might be affected by events beyond Our reasonable control. If so, there might be a delay before We can carry out or restart the Services, having made reasonable efforts to limit the effect of any of those events and having kept You informed of the circumstances, but We will try to carry out and/or restart the Services as soon as those events have been fixed. Examples of events which might be beyond Our reasonable control include:

6.2.1. Goods necessary to effect the Services not being delivered at the time agreed with a Third Party Supplier (and We cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);

6.2.2. where the Relevant Package includes Broadband, issues with the network;

6.2.3. issues with the supplier of the Utilities;

6.2.4. We cannot access the Property at the times We agreed with You; or

6.2.5. poor weather conditions.

6.3. You authorise Us to act as Your agent in relation to the setting up of the Services. You give Us full authority to enter into such contracts as are necessary with a Third Party Supplier to ensure that We can provide You with the Services or arrange on Your behalf for the Services to be supplied by a Third Party Supplier to You in your own name or in the name of The-Bunch.

6.4. You authorise Us to use Your personal data (as defined in the Data Protection Legislation), to the extent necessary for Us or a Third Party Supplier to perform the

Services and to the extent to which We are permitted to by the Data Protection Legislation.

- 6.5. In order to enable us to provide the Metered Utilities and Unlimited Utilities service You agree that We may, if We deem it necessary to do so, include our name (as well as Yours) as a party to any agreement between You and any Third Party Supplier. Where this is necessary, You agree to indemnify and hold Us harmless against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal costs and all other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with Us contracting directly with any Third Party Supplier on Your behalf in respect of the Services.

7. YOUR OBLIGATIONS

- 7.1. You agree to provide Us with all necessary consents and permissions that We may need to enable Us to provide the Services, including obtaining permission from the Letting Agent or Your landlord to change the provider of the Utilities. If necessary, and if requested, You will provide Us with written proof (which can include an email) before We start supplying the Services.
- 7.2. Where You provide Us with any personal information in relation to other Tenants in the Property, You confirm that You have obtained their consent to do so.
- 7.3. You agree and understand that in providing the Services, We may be required to enter into contracts for the supply of the Services with Third Party Suppliers in Your name. This means that You as the Tenant, and each of You together (and on Your own), are jointly and severally liable for all the contractual obligations set out in the End User Agreements, including but not limited to the payment of the Fees, Monthly Payments or Up Front Charges and any further amounts owing to the Third Party Suppliers in respect of damages to the Goods or overusage of any of the Utilities. If You are up to date for your own payments then We will not pursue you for any sums owed by the other Tenants this individual protection is provided as part of The-Bunch Fee. All such sums payable under this clause will appear on your invoice as a disbursement for the purposes of VAT.
- 7.4. You agree and understand that if We supply You with the Services that We may have entered into contracts with Third Party Suppliers in Our name in the capacity as agent on Your behalf, and that You and the other Tenants will remain liable to Us for any unpaid Fees, Monthly Payments or Up Front Charges and any further amounts owing to the Third Party Suppliers in respect of damages to the Goods or overusage of any of the Utilities all such sums payable under this clause will appear on your invoice as a supply from Us for the purposes of VAT;

7.4.1 If you have subscribed to our unlimited package then you warrant to us that you have obtained your landlord's permission to install a smart meter at the Property (if one is not already there) and further clause 7.4 will extend to any

amounts of overusage (typically 150% in excess of the agreed consumption of Utilities) for which you will be jointly and severally liable.

- 7.5. As part of the Services We are providing You with either Metered Utilities or Unlimited Utilities. In order to allow Us to provide You with this service You agree that:
- 7.5.1. You provide us with Your express consent to use Your meter readings for the purposes of providing You with the Services;
 - 7.5.2. You will provide Us with meter readings at the beginning of the Tenancy and at least once a month thereafter by sending Us a photo of the meter readings and also at the end of the Rental Period;
 - 7.5.3. Where You are provided with a smart meter or similar technology for the monitoring of usage of the Utilities, You agree to keep this plugged in, switched on and easily accessible at all times;
 - 7.5.4. Keep any equipment that You are provided with in relation to the Services in good working order;
 - 7.5.5. Upon discovering or becoming aware of any kind of leak relating to any of the Utilities, You will immediately notify Us or the relevant Third Party Provider (in the event that the leak is dangerous).

8. FEES AND PAYMENT

- 8.1. We will let You know the anticipated Fee for the Relevant Package (and any extra charges such as additional delivery, Upfront Charges or installation charges) to the fullest extent we can before You place an order with Us.
- 8.2. The Fee payable by You will be the overall cost of the Relevant Package plus the Bunch Fee divided by the number of Tenants in the Property. All of the Tenants will be responsible for the cost of the Relevant Package and the Bunch Fee, meaning if one Tenant does not pay their Fee for any reason for example if they are no longer a Tenant at the Property, the other Tenants will be responsible for paying the difference. This is because the Fee is calculated on the number of Tenants in the Property at the Acceptance Date. We reserve the right to pursue each Tenant jointly or severally for any missed payments unless an individual has complied with their obligations under clause 7.3.
- 8.3. The Upfront Charge is made up of a Signing-On Fee to be paid when making the Order (as set out above in clause 4.1) plus any additional fee that we may require You to pay depending upon the Relevant Package chosen.
- 8.4. The Confirmation E-mail We send will give an estimated date for the delivery of the Goods and time window in which the Services will be carried out. It will also provide a breakdown of the total amount owed by You and the other Tenants to Us in respect of the Relevant Package and the Bunch Fee and state the amount payable for each Monthly Payment and each Monthly Payment Date. If any of the information on the Confirmation E-mail is incorrect You will use Your best

endeavours to inform Us as soon as possible. Please contact Us using the contact details in the Confirmation E-mail, if You require any further information as to the Monthly Payments or have a query on them.

- 8.5. In respect of the Signing-On Fee this must be made by card payment.
- 8.6. All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 8.7. In respect of the Monthly Payments, We accept payments by direct debit, debit card or through a payment provider (such as Stripe). When making an Order You undertake to set up a direct debit with us in respect of the Monthly Payments. The bank account provided as part of Your Payment Details on the Order form will be charged in respect of a Monthly Payment on each Monthly Payment Date as set out in the Confirmation E-mail. Upon successful receipt of these funds We will send You an e-mail acknowledging this. If any payment is missed by You and is not paid within 7 days of the Monthly Payment Date We reserve the right to apply a £10 administration charge for each missed payment.
- 8.8. If Your Monthly Payment is not received by Us We will notify You by e-mail that We have not received this. Any such Missed Payment must be made by You within 7 days. You will be liable for the Missed Payment and any costs incurred by Us in connection with recouping this Missed Payment. We fully abide with all Data Protection Legislation but do reserve the right to share Your details with any debt recovery agent We deem necessary to recoup any and all Missed Payments.
- 8.9. If any Tenant in the Property is subject to one or more Missed Payments We reserve the right to recover each Missed Payment from You or any other Tenant at Our discretion. We will normally do this by increasing Your Monthly Payments. We will notify You that We intend to do this. Where a Tenant ceases to be a tenant of the Property after the Acceptance Date but before the end of the Rental Period this will be treated as an immediate Missed Payment and all subsequent Monthly Payments may be increased at Our discretion.
- 8.10. We may also charge interest on any Missed Payment that has not be repaid with 7 days of that payment's respective Monthly Payment Date at the rate of 2 percentage points a year above Bank of England's base rate. We will email You to let You know if We intend to do this.
- 8.11. The price of the Goods and Services:
 - 8.11.1. is in pounds sterling (£)(GBP);
 - 8.11.2. includes VAT at the applicable rate;
 - 8.11.3. includes the cost of delivery of the Goods (if You want information on Your delivery and installation options and costs, speak with Us or visit the 'Contact Us' section of our webpage before You place Your order;
 - 8.11.4. includes the cost of carrying out and maintaining the Services.

8.12. In the event that any of the Goods are damaged or stolen You may either request that:

8.12.1. We provide a replacement; or

8.12.2. You continue to perform Your obligations under the contract without access to that device.

If You request a replacement device We will reasonably endeavour to provide You with a suitable replacement. We will confirm whether We are able to provide a suitable replacement by e-mail and will list the cost of this replacement device along with any applicable installation fee (as set out above in clauses 8.1 and 8.2). We will not repair any of the Goods for You.

8.13. At the end of the Rental Period You must return all of the Excluded Equipment to Us in good condition. Whether an item is in good condition or not shall be at Our sole discretion.

8.14. In the event that:

8.14.1. You fail to return a piece of Excluded Equipment; or

8.14.2. Any piece of Excluded Equipment You return to Us is deemed as not being in good condition.

You will remunerate Us to the extent required for Us to purchase a suitable replacement. We will invoice You by e-mail for the cost of this replacement device along with any applicable installation fee.

8.15. If You miss any agreed installation date, we reserve the right to charge You for and You agree to reimburse Us in full for any fees or charges incurred as a result. You agree that We may request a payment via direct debit or that We may increase Your Monthly Payment to cover these fees or charges.

8.16. We reserve the right to charge the payment account of any Tenant provided as part of their Payment Details on the Order form in respect of any Excluded Equipment that is not returned or damaged.

8.17. Where You have chosen the Metered Utilities, and at the end of the contract, the amount that You have paid to us via the Monthly Payments:

8.17.1. exceeds the actual cost of the Metered Utilities, we will refund You the difference within 30 days of the end of the contract;

8.17.2. is less than the actual cost of the Metered Utilities, we will request a payment via direct debit to cover the shortfall.

8.18. Where You have chosen the Metered Utilities and You fail to provide us with meter readings in accordance with clause 7.4 You agree that, subject at all times to the provisions of clause 8.15 we may increase Your Monthly Payments to cover what we estimate Your usage of the Metered Utilities is.

- 8.19. If You fail to make any of the Monthly Payments or any other payment under this contract, we reserve the right to charge You a reasonable administration fee to cover our time and any charges that we may incur as a result of Your missed payment. This administration fee will not normally exceed £10 but may vary depending on the time that we need to spend to resolve the issue and any charges that we incur from a third party. We will recover this fee either by increasing subsequent Monthly Payments, by increasing Your direct debit or payment account or by deducting it from any surplus that You may have at the end of the contract.

9. NATURE OF THE GOODS

- 9.1. The Consumer Rights Act 2015 gives You certain legal rights (also known as 'statutory rights'), for example, the Goods:
- 9.1.1. are of satisfactory quality;
 - 9.1.2. are fit for purpose;
 - 9.1.3. match the description; and
 - 9.1.4. are installed properly.
- 9.2. We must provide You with Goods that comply with Your legal rights.
- 9.3. The packaging of the Goods may be different from that shown in Promotional Offers or on Our Website.
- 9.4. The make and model of the products described as forming part of the Goods may vary and are at Our sole discretion.

10. NATURE OF THE SERVICES

- 10.1. The Consumer Rights Act 2015 gives You certain legal rights (also known as 'statutory rights'), for example:
- 10.1.1. the Services are carried out with reasonable care and skill;
 - 10.1.2. You must pay a reasonable price for the Services, and no more if You and We haven't fixed a price for the Services, and
 - 10.1.3. We must carry out the Services within a reasonable time if You and We haven't fixed a time for the Services to be carried out.
- 10.2. We must provide You with Services that comply with Your legal rights.

11. FAULTY GOODS AND SERVICES

- 11.1. Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of some of Your key rights. If there is something wrong with the Services provided to You, the remedies for Services will apply. If there is something wrong with Your Goods, the remedies for Goods will apply. In practice, there may be some overlap between the remedies available to You and We will try agree to with You the most appropriate course of action.

- 11.2. For more detailed information on Your rights and what You should expect from Us, please:
 - 11.2.1. contact Us using the contact details at the top of this page; or
 - 11.2.2. visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.
- 11.3. Nothing in this contract affects Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 11.4. Please contact Us using the contact details at the top of this page, if You want:
 - 11.4.1. Us to replace the Goods; or
 - 11.4.2. Us to repeat or fix the Services.

12. END OF THE CONTRACT

- 12.1. If this contract is ended it will not affect Our right to receive any money which You owe to Us under it.

13. LIMIT ON OUR RESPONSIBILITY TO YOU

Except for any legal responsibility that We cannot exclude in law (such as for death or personal injury), We are not legally responsible for any:

- 13.1.1. losses that:
 - 13.1.1.1. were not foreseeable to You and Us when the contract was formed; or
 - 13.1.1.2. that were not caused by any breach on Our part;
- 13.1.2. business losses; and
- 13.1.3. losses to non-consumers.

14. DISPUTES

- 14.1. We will try to resolve any disputes with You quickly and efficiently.
- 14.2. If You are unhappy with:
 - 14.2.1. the Goods;
 - 14.2.2. the Services;
 - 14.2.3. Our service to You generally; or
 - 14.2.4. any other matter;please contact Us as soon as possible.

- 14.3. If You and We cannot resolve a dispute using our internal complaint handling procedure, we will:
- 14.3.1. let You know that We cannot settle the dispute with You; and
 - 14.3.2. give You certain information required by law about our alternative dispute resolution provider at the time.
- 14.4. If You want to take court proceedings, the relevant courts of England will have exclusive jurisdiction in relation to this contract.
- 14.5. Only English law will apply to this contract.

15. OTHER IMPORTANT TERMS

- 15.1. We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact You to let You know if we plan to do this. If You are unhappy with the transfer You may contact us to end the contract within 1 month of us telling You about it and we will refund You any payments You have made in advance for Services not provided.
- 15.2. You need our consent to transfer Your rights to someone else (except that You can always transfer our guarantee).** You may only transfer Your rights or Your obligations under these terms to another person if we agree to this in writing.
- 15.3. Nobody else has any rights under this contract (except someone You pass Your guarantee on to).** This contract is between You and us. No other person shall have any rights to enforce any of its terms, except a Third Party Supplier where appropriate. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 15.4. If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5. Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that You do anything You are required to do under these terms, or if we delay in taking steps against You in respect of Your breaking this contract, that will not mean that You do not have to do those things and it will not prevent us taking steps against You at a later date. For example, if You miss a payment and we do not chase You but we continue to provide the Services, we can still require You to make the payment at a later date.
- 15.6. Which laws apply to this contract and where You may bring legal proceedings if You are a consumer.** These terms are governed by English law and You can bring legal proceedings in respect of the Services in the English courts. If You live in Scotland You can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If You live in Northern Ireland You can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

EXCLUDED EQUIPMENT

Goods You must return to Us

- | |
|------------------------|
| 1) Internet Hub/Router |
|------------------------|

Schedule 2

ORDER FORM