

# Zone Fibre – Consumer Specific Terms and Conditions



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These Specific Terms and Conditions relate to the following products: -

- **Zone Fibre Essential**
- **Zone Fibre Plus**
- **Zone Fibre Superfast**
- **Zone Fibre Ultrafast**
- **Zone Fibre 100**
- **Zone Fibre 300**
- **Zone Fibre 900**

## About Us

Zone Broadband is a trading style of Zone Telecommunications Ltd (the “Company”) a company registered in England and Wales under number 10621892 whose registered address is at Edenthorpe, Grove Road, Rotherham, South Yorkshire, S60 2ER and having VAT number: GB263047516. Our Postal/Correspondence address is Communications House, Lintonville Terrace, Ashington, Northumberland, NE63 9UN.

## Contact Information

Our main switchboard telephone number is 0330 135 9663. Office hours are 8.30am to 5.30pm Monday to Friday excluding bank holidays. Outside these hours, you can leave a voicemail message for our Team and an on-call engineer will call you back as soon as possible. Alternatively, you can email our Support Department at [support@zonebroadband.co.uk](mailto:support@zonebroadband.co.uk). Please visit <http://www.zonebroadband.co.uk/contact> for a full list of contact email addresses and opening times.

## Our right to vary these Specific Terms and Conditions

Zone Broadband may revise these Consumer Specific Terms and Conditions from time to time. An up to date copy of these can be found on our website <http://www.zonebroadband.co.uk/legals>

These Zone Fibre Specific Terms and Conditions are in addition to our Consumer Terms and Conditions which can also be found at <http://www.zonebroadband.co.uk/legals>

## Definitions

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| <b>Zone, Zone Broadband, We, Us –</b>                          | means Zone Telecommunications Ltd.   |
| <b>FTTC –</b>  | means Fibre To The Cabinet.  |
| <b>FTTP –</b>  | means Fibre To The Premises.   |
| <b>Zone Fibre Essential, Plus, Superfast &amp; Ultrafast –</b> | products delivered over the Openreach FTTC network to the end customers premises by a combination of Fibre Optic and Copper Cables. The Zone Fibre service is provided in accordance with these Specific Terms and Conditions. |

<b>Zone Fibre 100, 300 &amp; 900 –</b>	products provided over the Openreach FTTP or Zone Broadband Full Fibre Network. This type of connection is a Data Only service. The Zone Fibre service is provided in accordance with these Specific Terms and Conditions.
<b>PSTN Network / Telephone Line/Service –</b>	means the Telephone Line into your premises, also known as Public Switched Telephone Network (PSTN) line. For the avoidance of doubt, in respect to telephone service, we supply our telephone service/s on the telephone number provided at sign up or you will be allocated a new Telephone Number if you are having a new line installed or re-activate.
<b>Openreach –</b>	Openreach maintain and operate the UK’s Public Switched Telephone Network (PSTN). Most communication providers are reliant on Openreach to provide their service to their end users.
<b>VoIP Service –</b>	means Voice Over Internet Protocol which is the Next Generation of voice communications where calls are routed over your Broadband services data connection and does not require a PSTN line.
<b>Minimum Cancellation Notice Period –</b>	is 1 (one) calendar month to expire anytime on or after the Minimum Contract Period.
<b>Minimum Contract Period –</b>	is 24 (twenty four) calendar months from the day of activation after which your service will be moved onto a 1 (one) calendar month rolling contract unless renewed.
<b>Zone Broadband Full Fibre Network –</b>	Zone Broadband own and operate the Full Fibre Network. We do not use the standard Openreach Network to deliver our Full Fibre Broadband Products & Services.
<b>Zone Fibre Broadband Service –</b>	means the Broadband service we deliver to your premises.
<b>Local Loop Unbundling (LLU) –</b>	is where Zone Broadband locate our own equipment in a Openreach Telephone Exchange to direct connect to the Openreach network in a specific Exchange service area.
<b>You, Your and Yourself –</b>	refers to a customer of Zone Broadband and end user of Zone Broadband products and services.
<b>Agreement –</b>	means these Zone Fibre Consumer Specific Terms and Conditions. By placing an order for and using this service you agree, to and accept you have read and understand these Terms and Conditions in full.

## The Service we provide

We will provide the Zone Fibre Broadband Service to your premises as specified by yourself at the time of registration/ordering subject to availability and local factors such as capacity and area availability.

## Accepting Your Order

Before Zone Broadband can accept your order for our Zone Fibre Broadband Service, we need to check the service is available at your premises. To do this we carry out extensive checks on Internet Geo mapping system. Zone Fibre services are subject to availability and is only available in certain parts of the United Kingdom where Zone Broadband have installed our own Full Fibre Broadband Network. Zone Broadband also use Local Loop Unbundling (LLU) to give Zone Broadband end-to-end control of your Broadband and phone service.

Additional checks we also carry out before we accept your order are:

- availability of Zone Fibre in your area;
- there is spare capacity to your premises / area;
- your telephone line is in a Fibre Broadband enabled area; and
- line qualification indicates that a minimum line rate for the fibre broadband is likely to be achieved on your specific telephone line.

If you are ordering a Broadband Service under our Community Broadband Scheme registration pages, you accept the service may not currently be available in your area and Zone Broadband will contact you to keep up to date with its installation progress in your area. This what we call our Waiting List.

## Rejecting Your Order

Your order with Zone Broadband may be rejected for one or more of the following:

- Zone Fibre service is not available in your area.
- local area currently exceeds available capacity;
- your local street cabinet currently exceeds available capacity;
- you have failed our address verification check and/or credit checking criteria;
- we have been unable to contact you to confirm your order to carry out further identity and security checks;  
or
- other reasons associated with providing our service.

## Zone Fibre Installation, Activation & Migration

Before Zone Broadband accepts your order and provides you with an installation, activation or migration date we may give you some advice and information. This may include informing you of any necessary remedial work that will need completing prior to the activation or installation of your new service. This may include but is not limited to:

### Zone Fibre Essential, Plus, Superfast & Ultrafast Products

- where to locate your equipment and any necessary preparation required to receive our Fibre Broadband (FTTC) service. Normally Fibre Broadband (FTTC) service routers need to be located close to the Master Telephone Socket and an electrical plug socket. We recommend you DO NOT connect your broadband router into any telephone extension sockets or trailing telephone extension wires as this can cause interference and faults with the Fibre Broadband (FTTC) service;
- any additional equipment you may need to receive/activate your service with us; and
- any checks you may have to complete before the activation/installation date.

### Zone Fibre 100, 300 & 900 Products

- where to locate your equipment and any necessary preparation required to receive our Zone Fibre Broadband service. You MUST make sure there is 2 (two) available electrical plug sockets available, 1x (one) for the combined Optical Network Terminator (ONT) & 1 (one) for the Broadband Router device.
- any additional equipment you may need to receive/activate your service with us; and
- any checks you may have to complete before the activation/installation date.

- we may need to arrange to attend your premises to conduct a Survey to ensure we can provide your service and to discuss any additional Fibre Optic cabling / Civils work which needs to be undertaken before we can install your service.

On the day of activation/installation you may be contacted by a Zone Broadband or Openreach engineer who will need to gain entry to your property to install your service. Zone Broadband does not accept any liability for loss of business or loss of income incurred as a result of cancelled appointments or for appointments that our engineers do not attend.

Please make sure someone over the age of 18 is present throughout the installation process on the day of installation. Zone Broadband have 3x (three) time slots for installation, these are, between 8AM & 1PM, 1PM to 6PM and an ALLDAY appointment which is between 8AM-6PM. We will notify you by email which time slot has been allocated by Zone Broadband or Openreach. Should the Zone Broadband or Openreach engineer not be able to gain entry to your premises to complete the installation work, an Abortive Visit Charge of £144.00 will be charged to your account. Should the engineer be asked to leave or is unable to re-gain entry you will be charged an Abortive Visit Charge of £144.00.

The Zone Fibre Broadband (FTTP) Service is a Data Only connection, no physical Telephone/Line Service is provided as standard. Customers can request, for an additional charge to enable the VoIP (Telephone Port) on the back of the Broadband Router. A standard Analogue phone then connects into the VoIP (Telephone Port) which then supplies a dial tone to the telephone handset. Emergency Services access is not accessible during a power cut, please make alternative arrangements for this eventuality. Some Zone Fibre packages may also include this service as a bundled feature. The VoIP service is not compatible with any existing copper wiring in your home, is it intended to be used with standard Digital and Analogue Cordless or Corded phones, no voltage is passed by the VoIP device. Please contact us on 0330 135 9663 to discuss your requirements if you have any equipment you require to be connected which requires voltage checking or regulation.

The Zone Broadband (FTTC) Service includes a Telephone/Line Service as standard.

Zone Broadband have the ability to export your existing Landline Telephone Number for a one-off charge of £20.00 (twenty pounds sterling). We call this Number Porting and is subject to the approval of your existing Telephone provider consenting to this action. Please call us on 0330 135 9663 to discuss your requirements. Calls are charged at our standard rates. A full list of Call Charges can be found at <http://www.zonebroadband.co.uk/legals>

Zone Broadband cannot accept any liability for any costs, expenses, losses, damage or other liabilities (howsoever arising) which may be incurred as a result of the timing or delay in the activation/installation.

## Average Broadband Download Speeds

On the 23rd May 2018, new rules enforced by the Advertising Standards Authority come into place. The rules state all UK Internet Service Providers must display their Average UK Download Speeds for each product Average Speeds are based on the Download Speeds of at least 50% of customers at peak time (8pm to 10pm) Upload averages are excluded from the new rules at present and are not displayed below.

The advertised Download Speeds for our Zone Fibre Broadband products are as follows:

Zone Fibre Essential –	Average 35Mbps –	Maximum 40Mbps
Zone Fibre Plus –	Average 66Mbps –	Maximum 80Mbps
Zone Fibre Superfast –	Average 145Mbps –	Maximum 160Mbps
Zone Fibre Ultrafast –	Average 280Mbps –	Maximum 330Mbps
Zone Fibre 100 –	Average 100Mbps –	Maximum 160Mbps
Zone Fibre 300 –	Average 300Mbps –	Maximum 330Mbps
Zone Fibre 900 –	Average 900Mbps –	Maximum 1Gbps

Zone Fibre Essential, Plus, Superfast & Ultrafast – the Broadband speed you receive is affected by factors including but not limited to: Distance from the FTTC street cabinet, environmental factors, and quality of the copper line to your premises.

Zone Fibre 100, 300 & 900 – as these are FTTP products and not effected by the distance from any street cabinet or the quality of copper cables (as its Fibre To The Premises) you can expect to receive the higher Maximum speed at all times.

## Loan of Zone Broadband Equipment

Routers are provided as part of the activation & installation, the title of ownership of the router remains with Zone Broadband. You are responsible for keeping the Loan Equipment in good condition and using it properly. You must take proper care at all times to prevent the damage, loss or theft of the equipment loaned by Zone Broadband. We also recommend you insure all the equipment against theft & damage for the full replacement value. You agree not to misuse, neglect or damage any equipment loaned to you by Zone Broadband. Zone Broadband Routers and any associated equipment such as but not limited to Telephone Handset, Powerline WiFi Adapters must be returned within 14 (fourteen) days of the date of contract termination with Zone Broadband. Returned routers MUST be in a reusable & workable condition. Only minor cosmetic damage will be acceptable.

Should the router not be returned, is damaged, has missing parts and/or not in a reusable condition, Zone Broadband reserve the right to charge you a one-off fee of £60.00 (sixty pounds) for FTTC Equipment and £200.00 (two hundred pounds) for FTTP equipment towards the refurbishment or replacement cost of the Zone Broadband Router. You will also be charged for any additional equipment we have loaned to you at their full market value.

Routers supplied by Zone Broadband are pre-configured and you should not factory reset the unit, using the reset button on the rear of the router under any circumstances. If you the customer perform a factory reset, you will be responsible for returning the router to Zone Broadband to have the configuration reapplied. Returns postage WILL NOT be refunded and a £12.00 (twelve pounds sterling) administration fee for re-programming your returned router will be charged to your account. Returned routers will be re-configured and returned to customers within 48 (forty-eight) working hours of receipt however at busy times this is not always possible and is not guaranteed.

Zone Broadband actively monitors all Zone Fibre service connections for faults, we call this Connection Monitoring and will often contact customers before they know they have a fault. Our systems trend patterns with your Zone Fibre Broadband Service, therefore you must keep your Broadband Router & ONT switched on and connected at all times. Zone Broadband reserve the right to turn off our Connection Monitoring for customer who reputedly turn off their devices.

## The World Wide Web and Content Filtering

You the customer are responsible for the use of the Internet and any web pages you visit. We offer an unrestricted Internet surfing experience of the World Wide Web and do not block any website, content or ports. You the customer are responsible for blocking any website you do not wish to visit. Zone Broadband do not offer any kind of content filtering and suggest customers who wish to block content such as Adult & Gambling sites use OpenDNS Family Shield service or another DNS provider who offer such a service. Zone Broadband can change the DNS server settings on your router so any connected device's DNS settings are automatically updated, or you the customer can do this on a per devices basis by changing your devices DNS servers manually.

## Disputes and Complaints

Zone Broadband are committed to provide you with the best possible products and services, but in the unfortunate circumstance you feel we fall short of this commitment, please get in touch with us straight away in one of the following ways:

**By Phone** - to our Customer Service Team on 0330 135 9663

**By Post** - write to:

Customer Service Department  
Zone Broadband  
Communications House  
Lintonville Terrace  
Ashington  
Northumberland  
NE63 9UN

**By Email** – send an email to [complaints@zonebroadband.co.uk](mailto:complaints@zonebroadband.co.uk)

## **Our Complain Procedure**

**Step 1** – In the first instance, please give our Customer Service Department a call to discuss your situation and we will always try and resolve your problem on your initial call.

**Step 2** – If a member of our Customer Service Team is unable to resolve your complaint to your satisfaction, you can escalate it to a Team Leader or Manager.

**Step 3** – if you are still unsatisfied with the resolution we offered you, you can escalate your issue to Director of Zone Broadband who will fully investigate your dispute or complaint within 7 (seven) working days and provide you a written response by email or letter.

If at any time you are not satisfied with the progress of your complaint, you can ask us to agree to an early referral to our Alternative Dispute Resolution (ADR) process and we will issue you with a “deadlock” letter. This will allow you to apply to CISAS (Communications and Internet Services Adjudication Scheme), an Ofcom approved independent arbitrator that will assess your case and make a judgement so that the issue can be resolved.

Please note that we may decline to provide a “deadlock” letter if we believe that we will shortly resolve your complaint and are taking active steps to do so.

If your complaint is not settled within 8 (eight) weeks, you can take the complaint to CISAS without the need for a “deadlock” letter. You will need to contact CISAS directly as we are unable to start this process for you:

CISAS  
International Dispute Resolution Centre  
70 Fleet Street  
London  
EC4Y 1EU

Tel: 0207 536 6000

## **VoIP & PSTN Telephone Service - Customer Responsibilities**

If Zone Broadband provide you with a VoIP/PSTN Telephone Service to use with your Zone Fibre Broadband service, you the Customer are contractually liable for the following charges associated with our VoIP product/s:

- all call charges to and from the Telephone Line/s we provide service on, even if you the contracted party did not make these calls;
- not to use your VoIP Service to make nuisance or malicious calls;
- not to use your VoIP Service to commit fraud or falsely represent yourself as someone else other than your given name on your birth certificate or marriage certificate or other official UK Government issued ID;
- not to damage maliciously any physical Zone Broadband equipment or wiring which will result in a fault being generated on the Telephone Line/s we supply service to; and
- you agree not to use this Zone Fibre and VoIP Service for Business purposes.

## Zone Fibre Broadband Service - Customer Responsibilities

You must take all reasonable precautions to ensure that no one (including you) uses the service:

- fraudulently or in connection with a criminal offence; to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- to cause annoyance, inconvenience or needless anxiety;
- 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;
- in any way which in our opinion is, or is likely to be, detrimental to the provision of the service to you or any of our customers;
- in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our and/or Carrier Acceptable Use Policies as may be amended from time to time; and
- in a way that does not comply with any instructions that we have given you.

## Home Moves

If you move home and no longer own or occupy the property you receive your Zone Fibre and/or VoIP Service, you will need to terminate your contract with Zone Broadband in writing or by calling our Customer Service Team. When you terminate your contract with Zone Broadband you may have an Early Termination Charge and/or a Cessation Fee to pay, please see the Duration and Termination section below for further information.

At the sole discretion of Zone Broadband, the Early Termination Charge and/or Cessation Fee may be waived provided that the existing contracted service is available at your new address and you renew your contract for a further Minimum Contract Period at your new address. Please call us on 0330 135 9663 for more information and advice if you are considering moving home and to see what products and services are available at your new property.

## Fair Use Policy

All Zone Fibre Broadband Packages are subject to a Fair Use Policy. All our customers expect a certain level of service at all times and as such Zone Broadband do not impose speed caps during busy times. However, if you use your Broadband connection inappropriately and in doing so your actions affect the service of other customers or internet users, Zone Broadband may suspend and/or terminate the offending account without notice. This is what we call our Fair Use Policy.

The Zone Broadband Fair Use Policy is defined as, but not limited to, the following list of inappropriate behaviour:

- Excessive Internet Usage – You may not consistently download more than 1 (one) Terabit of data in any one calendar month. We deem this Excessive use and not appropriate for this product. If you do download this amount of data, we will contact you to suggest an alternative product.
- Copyright Infringement – All material published/downloaded & uploaded must be owned by the publisher or the appropriate releases must have been obtained prior to publishing. Zone Broadband will co-operate with all agencies attempting to assert their rights in these matters.
- Disruptive Activity – Any activities, which adversely affect the ability of other people or systems to use the Zone Broadband network or the Internet, are prohibited. This includes "denial of service" (DoS) attacks against a network host or individual user.
- SPAM – You may not use your Broadband connection to send SPAM.
- Servers – You may not use your Broadband Connection to host servers with this product.

## Contention Ratios

Contention ratios are where a single customer's connection speed is shared between multiple users. Although Zone Broadband make every effort not to contend its customers, there may be times your connection does slow down. An example of this is when a large software update is released by Microsoft for their operating system or when a Games Console manufacturer or game provider releases a large update and lots of devices try and update their software all at the same time. Think of it like a motorway, if you are the only car on the motorway, traffic flows freely, at peak times when lots of cars are on the motorway and traffic is heavy, you are slowed down, this is the same for any Broadband Network. The current Contention Ratio is 32:1 on our own FTTC & FTTP operated networks, Openreach also operate the same Contention Ratio on their FTTP network but it is unknown for their FTTC network.

## Static IP Address

As standard, all our Broadband customers are allocated a Dynamic IPv4 & IPv6 IP Address. An IP Address is like a home address, it identifies you on the Internet. Your IP Address cannot be changed at your request and will only be changed for technical reasons. Static IP Address are available upon request for an additional monthly charge. Dynamic & Static IP Addresses are not owned by you and cannot be transferred to another Internet Provider. Due to the exhaustion of IPv4 addresses, your request for a Static IPv4 address may be declined by Zone Broadband. Should you visit IPv4 sites/services, your session will be routed over a communal block of IPv4 addresses. This is called IPv4/IPv6 Dual Stack or CGNAT. Certain applications which includes but not limited to Online Voting, VoIP Services & Multiplayer Gaming may not work if you are on a CGNAT, in this instance Zone Broadband may provide you a Static IP address Free of Charge.

## Service Level Agreement (SLA)

Currently there is no Service Level agreement (SLA) for our Consumer Zone Fibre Broadband services and none are offered by Zone Broadband. If you require a Service Level Agreement for your Broadband Service, please call us on 0330 135 9663 to discuss our product offerings in more detail.

## Product Changes/Regrades

The speed of the Zone Fibre service you receive can be changed subject to availability at your premises. You can only regrade to the next available faster Zone Fibre product during your Minimum Contract Term. It is possible to upgrade or downgrade your Zone Fibre Broadband service speed at any time after your Minimum Contract Term. The price of the new product will apply from the date your service is changed/regraded.

## Using your own router

As standard, we do not allow customers to use their own FTTC or FTTP Broadband Routers & Gateway equipment on our Consumer Zone Fibre Broadband services. We will not decline a customer's reasonable request to use their own equipment, but we must explain the consequences of this with the customer first. Should you wish to use your own equipment, please call us on 0330 135 9663 to discuss your requirement BEFORE placing your order.

## Technical Support

Zone Broadband provides all the equipment required which is pre-configured so that you can to receive our Zone Fibre Broadband service. All equipment supplied by Zone Broadband is covered by our own in-house Technical Support which includes, but is not limited to, the Broadband Router and any associated Broadband equipment loaned to the customer in order to receive the Zone Fibre Broadband service.

Due to the nature of WiFi technology, Zone Broadband cannot guarantee a reliable WiFi signal in your home with the Broadband Router we supply. There is a large number of reasons why you may experience a slow WiFi connection or drops in your WiFi connection. These include, but is not limited to, Radio Interference, the construction of your house/walls, and/or a nearby WiFi router causing interference. We always recommend that you hard wire any device you connect to your Broadband router for the most reliable Internet experience.



If you suspect a fault with your Zone Fibre Broadband service or you are suffering from performance issues you can report the fault by calling Technical Support on 0330 135 9663. Alternatively, if you still have Internet access or access by some other means such as on a Mobile device connected to a cellular network, then you can log a support ticket by email to our Support Department at [support@zonebroadband.co.uk](mailto:support@zonebroadband.co.uk) or on our website by visiting the support section at <http://www.zonebroadband.co.uk/support>

## Duration and Termination

All Zone Fibre Broadband Services have a Minimum Contract Period as defined above starts from the day of activation. You may end this agreement at any time before the Minimum Contract Period, but you will be required to pay an Early Termination Charge and/or Cessation Charges. Please contact us (see contact information above) to discuss your options.

As a Consumer, you may be able to cancel this agreement in accordance with the Distance Selling Regulations. This gives you the right to cancel this agreement in writing e.g. (a letter send by registered post or e-mail). Requests MUST be received within 14 (fourteen) days of the date of your order being placed. For cancellation requests received outside this time frame the following cancellation charges shall apply:

- If you cancel your order more than 2 (two) days before your order installation/activation date, a charge of £25.00 (twenty five pounds sterling) will be payable.
- If you cancel your order 2 (two) or fewer days before order installation/activation date, a cancellation charge of £85.00 (eighty five pounds sterling) will be payable.
- Subject to the above, once your Zone Fibre Broadband Service have been installed/activated and is available for you to use, the Minimum Contract Period applies.

Should you wish to change the date/time of your activation/installation, Zone Broadband reserve the right to charge a £25.00 (twenty five pounds sterling) administration charge to cover internal costs.

If you instruct Zone Broadband to terminate your agreement, a Cessation Fee of £40.00 (forty pounds sterling) will be charged.

If Zone Broadband at any time deem that your property is not capable of supporting the Zone Fibre service, we reserve the right to terminate the Zone Fibre Broadband Service and/or service immediately without notice and issue a refund for any Zone Fibre service not provided.

Zone Broadband reserves the right to move you onto a different product or wholesale provider at no additional cost to yourself, if, in our reasonable opinion, it would mean that your service would perform better and be of equivalent price to your existing product. We will contact you by email should this change result in an interruption of service.

Without limiting its other rights or remedies, each party may terminate the Contract in respect of the Services with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of that party being notified in writing of the breach;
- the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- the other party (being an individual) is the subject of a bankruptcy petition or order;

- a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 (fourteen) days;
- an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

## Consequences of Termination

Should you cancel your contract with Zone Broadband you will be required to return, in good working order and material condition, any equipment we have supplied even if this equipment was supplied to you as part of an activation charge paid at the time you place your order. However, Zone Broadband reserves the right to waive the requirement to return of any equipment at their sole discretion. Should the supplied equipment not be returned in good working order and material condition within 14 (fourteen) days after you cancel your service, except where the requirement to return equipment is waived.

## Pricing and Charges

All prices, except where explicitly stated, are quoted inclusive of VAT at the prevailing rate at the date the charge applies. Payment for services is by monthly Direct Debit only. Zone Broadband reserve the right to refuse all other payment types.

Should you instigate a Direct Debit Indemnity claim via your bank or building society, a £30.00 (thirty pounds sterling) charge per returned Direct Debit will be payable in the event your claim is unjustified. We will contact you by email or Telephone to discuss the Direct Debit Indemnity further with you. If we are not be able to make contact with you within 7 (seven) working days we reserve the right suspend your connection/s without further notice. Should no contact be made with you within 14 (fourteen) days our standard disconnection procedure will commence and you will be liable for all Early Termination fees/Disconnection Fees and Cessation fees.

Should you fail to make your monthly bill payment on-time, that is on or before the due date, a Late Payment Charge of £12.00 (twelve pounds sterling) will be applied to your next monthly Invoice. We also reserve the right to charge you an Administration fee of £25.00 (twenty-five pounds sterling) per email or letter we send you chasing payment.

For all customer types, if your service is suspended due to non-payment, a re-activation/re-connection charge of £25.00 (twenty five pounds sterling) will be charged per product which has been suspended. Payment MUST be made in advance by Credit/Debit card or by BACS/Faster Payment before the re-activation of your services is processed. Suspension fees cannot be added to your next monthly bill.

Zone Broadband reserves the right to make an "Aborted Visit Charge" of £144.00 (one hundred and forty four pounds sterling) if a Zone Broadband or Openreach engineer is:

- refused entry to the premises;
- the premises are not accessible;
- denied entry despite you having agreed with us; or
- denied entry despite third parties have access the premises.
- The Zone Broadband engineer is asked to leave during the installation and/or is not granted re-entry to your premises

Zone Broadband will make a “Special Fault Investigation Charge” of £210.00 (two hundred and ten pounds sterling) in the event a Zone Broadband or an Openreach engineer is called to repair a fault with your Zone Fibre Broadband service if the work to repair the fault:

- includes work not already covered by these terms and conditions;
- includes providing or rearranging services where standard Zone Broadband charges do not apply or are not available;
- includes changes to internal or external cabling or equipment not associated with the fault or service;
- includes damage to external or internal cabling caused by the theft, loss or malicious damage, loss or removal of Zone Broadband equipment, or external environmental factors such as a lightning strike, electrical surge, water ingress or physical damage; or
- is not possible where no fault is found with any Zone Broadband service or equipment. This covers situations where no fault is found.

## Automatic Compensation

As of the 1<sup>st</sup> April 2019, Zone Broadband have decided to opt-in to the Industry Standard Automatic Compensation Scheme outlined by Ofcom. Zone Broadband were one of the few Internet Service Providers in the UK which campaigned for years for this scheme to be introduced and hold Openreach accountable when things go wrong. Automatic Compensation helps to ensure that, should the service you receive fall short of expected standards, you'll be compensated automatically. There's nothing you need to do to sign up, claim or be eligible. If you qualify to receive compensation, you'll automatically receive it as a credit to your Zone Broadband account. Automatic Compensation is available on all our Consumer Zone Fibre Broadband Packages.

### Automatic Compensation Levels

#### 1) Delayed repair

If your service stops working and the fault is not fixed within 2 (two) working days (you will need to report the fault to us), you will then automatically receive £8 (eight pounds sterling) per day for each additional day until the fault is repaired. So, for example, if you report a fault to us, but it takes us 4 (four) working days to fix, your Zone Broadband account would be automatically credited with £16 (sixteen pounds sterling).

#### 2) Missed appointments

We know how frustrating missed and cancelled appointments can be. That is why, if an engineer does not turn up for a scheduled appointment, or the appointment is cancelled with less than 24 (twenty four) hours notice, you'll receive £25 (twenty five pounds sterling) compensation.

#### 3) Delayed provision

For orders placed on or after the 1st April 2019, if you are promised that a new service will go live on a given date and it does not, you will automatically receive £5 (five pounds sterling) per day (including the missed start date) until it does.

Note – Automatic Compensation is not given in the event Broadband hardware becomes faulty, delay in dispatching replacement equipment or an event that is subject to one of the Force Majeure events below.

## Security

You must not share your username or password or Zone Broadband account details with anyone. Your passwords are your responsibility, and must not be disclosed to any third party. This is also important for your own protection.

You, the customer is responsible for the purchase and installation of any Anti-Virus/Firewall software on any devices you connect to your router. Customers are reminded to adopt standard security products/settings when using the Internet. Zone Broadband are not liable for any loss as a consequence of, and not limited to, Fraud, Hacking or Man in the middle attack. Your WiFi Password should be treated like any other password and should not be shared with any individual which is not a member of your household.

## Data Protection

In order to provide you with your Broadband and Telephone Service, we need to share your personal details with our suppliers, including but not limited to, Openreach.

Our suppliers may write or call you directly about any changes to your order fulfilment, about the repair of your Broadband and/or Telephone Service or to confirm the time of their Engineer's arrival for appointments.

Both we and our suppliers will comply with the Data Protection Act with regards to any data we hold about you.

## **Bribery Policy**

Zone Broadband Directors, Officers, and Employees, directly or indirectly, WILL NOT offer, promise or pay any bribes or other improper payments for the purposes of promoting Zone Broadband products and services to any individual, corporation, government official or agency, or other entity. No gift, benefit or contribution in any way related to Zone Broadband or the sale of Zone Broadband products and services shall be made to political or public officials or candidates for public office or to political organisations, regardless of whether such contributions are permitted by local laws.

## **Force Majeure**

Zone Broadband shall not be liable for any failure to perform due to causes beyond its control, including but not limited to fire, flood, earthquake, explosion, accident, acts of public enemy, terrorism, cable theft, world war, civil war, rebellion, insurrection, sabotage, epidemic, quarantine, labour disputes or shortages, transportation embargoes, carrier or third part supplier failures and delays, inability to secure raw materials or machinery, acts of God or government and any such event of force majeure affecting Zone Broadband third-party suppliers, judicial action, failure in the Public Switched Telephone Network, Distributed Denial of Service (DDOS) attack or catastrophic Core Network Failure.

## **Severability**

If any provision or term of this Agreement shall be declared void, invalid, or illegal, the validity or legality of all other provisions of the Agreement shall not be affected thereby.