

TERMS AND CONDITIONS FOR CALL FLOW BROADBAND & TELEPHONY SERVICES

Updated: May 2018

These Terms and Conditions of service may be updated by Call Flow from time to time so please check the Call Flow website regularly. We will inform you by email of important changes to your Agreement.

YOUR AGREEMENT

Your Agreement is with Call Flow Solutions Ltd (“Call Flow”). Call Flow is a company incorporated in England with the company registration 4366668. Our registered offices are situated at Suite 2, Ground Floor Office, Branbridges Industrial Estate, Branbridges Road, East Peckham, Tonbridge, Kent, TN12 5HF.

Your Agreement is made up of these **Terms and Conditions**, your **Service Confirmation**, the **Price Guide** and **Offer Terms** (where applicable). We will send these to you by email. We also encourage you to take a look at our **Privacy** and **Fair and Acceptable Use** Policies which are part of your Agreement with us. You can find these documents at www.callflow.co.uk/terms-and-conditions.

This Agreement uses terms that have the following meanings:

- **Call Flow Broadband and Telephony Services, “Call Flow Services” or “Services” or “Service”**. The provision of Broadband Internet via one or a combination of copper line, radio, or fibre to the premises. This may also include the provision of associated telephony services. The Services are provided for either Home use or Business use.
- **Call Flow Home Services**. Call Flow Broadband and Telephony Services that are provided for domestic use.
- **Call Flow Business Services**. Call Flow Broadband and Telephony services that are provided for business purposes.
- **Account Holder**. The customer named on the order form.
- **Service Confirmation**. This is the letter or email from Call Flow that confirms your order and describes the Call Flow Services that you have ordered.
- **Service Terms**. The details about your Service and our commitments to you that are set out in your Service Confirmation.
- **Offer Terms**. The details for any special offer applied to your Service.
- **Minimum Term**. This starts on your Activation Date and is shown on your Service Confirmation. You must keep your Service for the whole of the agreed Minimum Term, unless you or we are allowed to end this Agreement sooner.
- **Order form**. The online or paper form completed by you as the person authorised to enter into this Agreement with Call Flow.
- **Service Activation Date**. The date on which our Helpdesk team has confirmed your connection is live and working to the agreed Call Flow Service Demarcation point.
- **Installation Demarcation Point**. The junction between the part of the installation that is the responsibility of Call Flow, and the installation that is the responsibility of the customer.

- **Service Demarcation Point.** The junction between the part of the Service (after Service Activation) that is the responsibility of Call Flow, and the Service that is the responsibility of the customer.
- **Equipment.** Any hardware supplied to you by us.
- **Early Termination Charge.** The fee that will apply should you wish to cancel the contract before the Minimum Term has expired.
- **Usage.** The amount of data transferred over the Service, measured in gigabytes (GB) this includes downloads and uploads.
- **Price Guide.** This sets out current pricing information, which is located online at www.callflow.co.uk/terms-and-conditions.

The Terms and Conditions are organised under the following headings. These are provided for ease of reference and do not form part of the Agreement.

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1. JOINING US AND CHARGES

- 1.1 You are a customer of Call Flow. The name and contact details on the order form belong to the person over 18 years authorised to enter into this Agreement with Call Flow. The address stated on the order is the location where our Service will be installed and activated for your use. The Agreement cannot be transferred to any other address or individual.
- 1.2 When you join Call Flow we will agree certain details with you and set them out in your **Service Confirmation**. This document includes important information such as:
- Your **chosen services** and how much this will cost you per month
 - The **Minimum Term** you have agreed to stay with us
 - The **offer terms** where applicable
 - The **Demarcation Point** to which Call Flow installs the Service
 - **Additional services** you have chosen as part of your package, when they start and end and when you will be charged for these.
- 1.3 The Agreement starts when we accept your order. This will be set out in your **Service Confirmation**.
- 1.4 Your **Minimum Term** starts on the Service Activation Date.
- 1.5 The **Price Guide** sets out current pricing information. This includes the **Tariff** (billed for the month ahead unless we say otherwise), **one-off charges**, **usage charges** or charges for third party services (billed after use), and **any other charges** for the Call Flow Services provided to you or to someone who is authorised by you. All these charges will be added to your bill.
- 1.6 **One-off charges**. Delivery charges, router fee, connection, activation and installation charges may apply. You will be informed of these charges (if they apply) when you order the Services.
- 1.7 **Upgrade**. If you request an upgrade or a renewal of your Agreement with us and we agree, you may need to agree to a new Minimum Term and you will need to pay the new charges applicable to that Agreement. Your new Minimum Term will not start until your new Service Activation Date.

2. DURING YOUR AGREEMENT WITH US

- 2.1 Call Flow Services will be supplied using one of the following three different methods: (i) **A fibre optic cable all the way to your premises – ‘FTTP’**; (ii) **copper phone line into your premises – ‘FTTC’**; (iii) **a radio link into your premises – ‘FWA’**. You will select the method used to deliver your services when you order the Service, and the supply method will be stated clearly in your **Service Confirmation**. The availability of different supply methods depends on the individual premises.
- 2.2 You will take a Home Broadband Service or a Business Broadband Service, and this will be stated clearly in your **Service Confirmation**. You **must not** use Home Broadband Services wholly or mainly for business purposes.
- 2.3 **Phone line**. Call Flow Services supplied using Fibre to the Premises (‘FTTP’) or radio (Fixed Wireless Access, ‘FWA’) do not require a phone line, but you may wish to take a phone service from us. Call Flow Services supplied using FTTC must have an existing working phone line that

is on the Openreach network. Customers taking a Call Flow Home Broadband Service delivered by FTTC must also take Call Flow line rental; line rental is not mandatory on Call Flow Business Broadband Services delivered by FTTC.

- 2.4 **Service availability.** We do not commit to providing the Call Flow Services until we have successfully completed our checks and surveys. If the cost of installation and maintenance of the Call Flow Services are excessive we reserve the right not to provide a Service to you.
- 2.5 **Order to installation.** Call Flow wants your Services to be up and running as soon as possible after your order. Installation times will depend on the individual premises and the type of service ordered, and whether a service needs to transfer from an existing telecommunications supplier. Call Flow endeavours to install and transfer the Services as quickly as possible and will communicate the timing to you via email.
- 2.6 **Access for Installation.** You must be the current occupier of the property and have permission of the property owner for us to install the Call Flow Services at your address. You must provide access to your property if this is necessary for us to provide the Services.
- 2.7 **Who needs to be present for the installation?** Depending on the type of installation, you or another person authorised by you who is over 18 years, may need to be present.
- We will let you know if you are required to be present at the premises for the installation when we communicate the date of the installation to you.
 - FWA installations will always require you, or another person authorised by you who is over 18 years, to be present for the installation. If access is required to neighbouring premises for Call Flow to install the Services to your premises, you must also have authorisation to access the neighbouring premises.
- 2.8 **Additional installation requirements.** Some of the installation is carried out by you, the customer, or by someone else arranged by you.
- For **FTTC** this simply means connecting the router to the master socket inside your premises.
 - For **FTTP** there are special procedures for installations. Please refer to **section 14**.
 - For **FWA** there are special procedures for installations. Please refer to **section 15**.
- 2.9 **Engineer installation.** Standard installation costs are included in the Activation Fee. The set-up charges for non-standard installations are set out in the **Price Guide**. We do not carry out any internal cabling or socket relocation work as part of the Service activation. It may also be necessary for an engineer to perform installation works away from your premises (for example at the cabinet in the street) which may mean your phone line and existing broadband will be disconnected for a short period.
- 2.10 **Cancelling your current phone and broadband services.**
- If you have ordered a **FTTC** Service, or if you have asked us to transfer your telephone line to Call Flow, you authorise us to transfer Services to us from your existing phone and broadband service provider(s). We will not be liable for any early termination charges or wrongful cancellation of any agreements with your existing provider(s). We will try and keep your old phone number when you transfer to us but cannot guarantee this and we may provide you with a new number.

- If you have ordered **FWA** or **FTTP** you may wish to cancel your previous telephone and/or broadband services with your service provider if the services are no longer needed. You must cancel these yourself directly with your service provider. We advise that you do not cancel any agreements until the Call Flow Services are successfully activated and you are happy with the new Call Flow Services. If you do not cancel your previous agreements, you will continue to be charged by both Call Flow and your previous service provider(s).

2.11 **Equipment supply.** We want you to experience the best possible connection quality from your Service and we regularly test our wireless routers against other routers on the market. Call Flow only selects equipment that has comparable performance to the most popular routers but does not guarantee the performance is greater or equal to all routers on the market, or to previous routers you have used.

- We agree to supply one Wireless Router under this Agreement, and this remains Call Flow's property for the duration of the Minimum Term.
- If you have a Home Service, you must use the Call Flow Wireless Router and other Call Flow broadband equipment where applicable to receive the Call Flow Services. You must not use any other router.
- If you have a Business Service and you have also taken our Bridging Service option, you may use 3rd party equipment behind a Call Flow-supplied Cisco router.
- The software in your Wireless Router may be updated periodically. You must allow this software to be updated. Updates will happen automatically at no extra charge. The updates are important to maintain or improve the Call Flow Services quality and security.
- Call Flow cannot guarantee that third-party equipment will work with the Service and therefore does not accept any liability for the operation of third-party equipment, nor does Call Flow support any third-party equipment.
- If the Call Flow Services are terminated (by you or us) prior to activation or during the cooling off period or due to any unavailability issue, you must return the broadband equipment you have received. Failure to return any such equipment when requested to do so may result in charges – please see **Section 7 – Equipment Returns**.

2.12 **Care of equipment.** You must look after any equipment we provide. We supply instructions for installation and care of the equipment; you must comply fully with these installation and care instructions and other advice that Call Flow provides you.

2.13 **Equipment warranty.**

- Your Wireless Router is supplied with a warranty against faults arising during the Minimum Term of your Agreement.
- If you report a fault with your Wireless Router after this Minimum Term you have two options:
 1. Upgrade to a higher speed product or upgrade to an unlimited usage product (if your usage was previously capped) and take out a new Agreement with a new Minimum Term and Call Flow will supply new equipment.
 2. Purchase a replacement router from Call Flow. This router will have a warranty against faults arising in the first 12 months after supply. Please see the **Price Guide** for information on replacement equipment costs.

- The following are not covered by the Warranty: faults arising from misuse, accidental or deliberate damage to your Wireless Router; damage arising from use of third-party equipment, extension cables and network equipment; cosmetic damage which does not affect the functionality of your Wireless Router; computer equipment, software and cables that Call Flow did not supply to you and damage caused by events outside the reasonable control of Call Flow or its equipment suppliers.
- To report a fault with your Wireless Router, please call us. If a reported fault cannot be remedied by our support staff over the phone, then we will replace equipment within the Warranty period. If your Wireless Router is replaced, you must return the faulty equipment in the manner we request – please see **Section 7 – Equipment Returns**.
- Any replacement equipment supplied under the Warranty will be new or ‘as new’ (previously used equipment that has been refurbished by the manufacturer or its authorised agent). We will warrant any repair or replacement until the later of the end of the original Warranty period or 3 months from the date it was supplied to you.

2.14 **Broadband Speed.** Your estimated broadband speed is referred to in your **Service Confirmation** for FTTC and FTTP Services. For FWA Services your speed is provided on the day of the installation. We will try to ensure that you get the estimated speeds; however, we can’t guarantee this. Factors that affect estimated broadband speeds depend on your service supply method:

- **FTTP** – A full fibre service to your premise provides the most predictable connection medium, therefore your estimated speed to your Service Demarcation Point will be within 10% tolerance. Please note that devices connected by Wi-Fi to your router may not experience the full speed capability, either because of the physical limitations of wireless connections, or because your device may not be compatible with ultrafast speeds.
- **FTTC** – Your estimated speed is based on the predicted connection distance over the copper line between the Call Flow cabinet in your neighbourhood and your premises. The actual speed is highly dependent upon the actual length of the copper cable connection from the cabinet to your home, as well as the quality and quantity of the number of joints in that copper line. The closer you are to the cabinet the better your chance of receiving the highest potential FTTC download and upload speeds.
- **FWA** – Your radio connection relies on having ‘line-of-sight’ between your premises and the Call Flow mast, therefore any obstructions or changes in the environmental conditions, such as tree branches, leaves, and rain can affect the actual speed received.

2.15 **Factors that affect broadband speed within the premises.** Upload and download speeds can be affected by the environment **within** the premises, including:

- The type of connection between router and your devices – wired connections are far more reliable than wireless (Wi-Fi) connections.
- The capability of your device or computer.
- The number of connected devices in your premises.
- The internal environment within your home or business premises.

2.16 **Problems with broadband speed.**

- If 14 days after your Service is activated you are consistently receiving broadband speeds lower than the estimated speed we provided, please contact us so we can try to help.

- If, after following our recommendations, it is still significantly lower than the estimated speed we provided in your [Service Confirmation](#), you can end the Agreement without paying Early Termination Charges. However, we will not refund you for your use of our Service during the period between your Service Activation Date and you ending the Agreement.
- 2.17 **Using the Services.** Call Flow Home Broadband Services are supplied only for non-commercial use. You must have a Call Flow Business Services Agreement for a broadband service that is used wholly or mainly for business purposes. All Services are supplied in accordance with our [Fair and Acceptable Use Policy](#).
- 2.18 **Restrictions.** You are responsible for other people that use your equipment and Services. You must not use our Services in any way that is unlawful or illegal in respect of the laws and regulations in force in the United Kingdom. Furthermore, you must not use our Services in any way that is to the detriment of other Internet users. For more information on using our Services and restrictions please review our [Fair and Acceptable Use Policy](#). You agree to take responsibility for all liabilities, claims and losses which are in any way connected with misusing the Services supplied under this Agreement, and you agree to indemnify us if we suffer any losses as a result of your misuse of our service.
- 2.19 **Downloading third party content.** A copyright owner's permission may be required for downloading protected content. Downloading protected content without the copyright owner's consent may constitute a criminal offence. Please see our [Fair and Acceptable Use Policy](#).
- 2.20 **Disruption to Services.** To protect the network and its customers, Call Flow will act to restrict your use of Call Flow Services or equipment where it suspects that the use has contravened its [Fair and Acceptable Use Policy](#), or where Call Flow suspects that your equipment has been infected by a software virus or similar, or where Call Flow suspects a Home Broadband Service is being used wholly or mainly for business purposes. These restrictions will help protect your own network and Call Flow's network.
- 2.21 **Damage to equipment or data loss.** Whilst any software or security features provided by Call Flow should be effective, we can't guarantee they always will be. We take care to prevent any software we provide from damaging your equipment or causing a loss of your data or content. You should back up your data to protect against loss or corruption. We can't be responsible for any such damage, including but not limited to the following situations:
- You do not follow our instructions when using, downloading or installing our software.
 - The configurations on your device or potential compatibility issues result in problems that we couldn't reasonably be expected to be aware of.
 - You do not have sufficient protection against computer viruses or fail to keep your anti-virus software up to date.
 - The damage is due to defects in third party software, content or acts we couldn't reasonably be expected to be aware of.
- 2.22 **Changes to your terms, Services or charges.** We may change the Agreement, our Services, or charges at any time, and we will tell you beforehand. Charges for additional services may change from time to time and may be outside Call Flow's control so you will need to check our [Price Guide](#) for the latest prices. If we make changes we'll tell you at least 30 days in advance by email or post of the changes happening, except where:

- The change is for legal or regulatory reasons.
- It's a change that does not cause you any material disadvantage, but we'll still let you know about the change (for example by updating this page, or publishing details on our website).

2.23 **Your right to make changes.** If you wish to make a change to the Service(s) which you have ordered, please contact us. We will let you know if the change is possible. If the change is possible we will let you know about any changes to the price of the Service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Agreement (see Section 10) but Early Termination Charge(s) may apply as set out in the **Price Guide**.

2.24 **Changing to a lower usage package.** If you are still within your Minimum Term, it is possible to downgrade to a lower usage package without taking out a new Agreement if your actual usage in three consecutive months up to the time of your request is below the usage cap for the new package you wish to change to. If you are outside your Minimum Term, you can switch to a new lower usage package by taking out a new Agreement with a new Minimum Term.

2.25 **IP Address.** Call Flow supplies the use of IP addresses to its customers and Call Flow owns these IP addresses. Business Broadband Services include one static IP address that does not change. Home Broadband Services use IP addresses that can change.

3. PAYING FOR THE SERVICES

3.1 You are responsible for the cost of all charges you incur whilst using the Call Flow Services, whether you, as the account holder, or someone else, incurs these costs.

3.2 The Agreement requires you to pay for the monthly Tariff and usage charges for the duration of the Minimum Term as set out in your **Service Confirmation**. The Agreement start date is the date on your **Service Confirmation**. The Service Activation Date is logged by Call Flow.

3.3 **Billing.** Your monthly charge is billed for the month ahead unless we say otherwise. Usage charges are billed after use and we will try to bill you at the end of the month in which you used the relevant Service (but sometimes there may be a delay from the point you used the Service before we add usage charges to your bill).

3.4 **Tracking your usage.** It is up to you to monitor your usage, and Call Flow provides an online tool that helps you track this. Call Flow will notify you of any over usage charges on your monthly bill.

3.5 **Over usage charges.** Some Call Flow Services packages have an upper limit on the amount of data that you can send and receive using the Service each calendar month. Your limit, where applicable, is set out in your **Service Confirmation**. This usage is measured in Gigabytes (GB), and we calculate your cumulative usage for the current month every 24 hours. If you exceed the upper limit for your Agreement, you will incur over usage charges per GB as set out in the **Price Guide**.

3.6 **Payment method and timing.** We will email you each month with your latest bill. You will need to pay for all charges within 14 days of the date of your bill. We ask that you pay by

direct debit. Where VAT applies it will be included in the charges unless otherwise stated. Call Flow does not accept cheques as a method of payment. You can request paper copies of past bills for a charge, which is set out in the **Price Guide**.

- 3.7 **Changes to our prices.** All prices are subject to change, unless your discounted price is guaranteed in the **Offer Terms**, upon Call Flow giving not less than thirty days prior written notice to you.
- Your monthly Tariff will increase in April each year by a percentage equal to the Retail Price Index (RPI) data for January of the same year.
 - We may also increase or decrease your charges if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing, including to reflect a change in the rate of VAT or other applicable taxation charge or levy, which affects your Call Flow Services payment. We will use our reasonable endeavours to notify you before any price increase takes effect under this Condition.
- 3.8 **Offer Terms.** If you signed up to a discounted package, your Agreement will have Offer Terms. In this case your discounted price will last for the agreed period of the Offer. Once the Offer Terms period ends you will automatically move to our standard pricing for the package you selected, as defined in the current **Price Guide**.
- 3.9 **If you think we have made a mistake in our charges.** If you think a bill is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date (if applicable).

4. IF YOU FAIL TO PAY

- 4.1 If you don't pay your bill, we will send you a letter to remind you to pay. If we don't receive payment within 7 days of the date of this first reminder we may suspend your Services. If, after a further 7 days, we have still not received payment, we may terminate the Agreement and cease your Call Flow Services. We may ask a debt-collection agency to collect the payment on our behalf. If we do, you will also have to pay the reasonable costs incurred for the agency, which the agency will add to your debt.
- 4.2 **Payment failure.** If any payment method fails, we may add a failed payment charge as set out in the **Price Guide** to your next bill. If Direct Debit instructions are cancelled or fail, we may add a reinstatement charge as set out in the **Price Guide** to your next bill.
- 4.3 **Late payment.** If you pay late we'll charge interest on the overdue amount of 4% above the base rate of HSBC Bank each year and you'll also need to pay a reasonable administration charge if we don't receive payment within 7 days your reminder letter.

5. MAINTAINING YOUR SERVICE

- 5.1 **Troubleshooting.** We aim to deliver a high-quality Service but we cannot guarantee a fault-free Service. When something goes wrong we want to help you restore the Service as quickly as possible. The Helpdesk team will endeavour to identify the cause of the issue over the phone, email, or live chat. Call Flow also supplies landline and broadband trouble-shooter guides to test your line and run through some quick checks. You can find support guides on our website www.callflow.co.uk/support.

5.2 **Service Demarcation Point.** It is important to know where the responsibility for the Service is handed over from Call Flow to you. All service issues beyond the Call Flow Service Demarcation Point are the responsibility of the customer. The Demarcation Point for the different supply methods is as follows (please note that these may be different to the Installation Demarcation Point):

- **Ultrafast Fibre to the Premises (FTTP):** it is the router supplied by Call Flow, with the router connected to the external fibre (the Installation Demarcation Point), which is usually on the wall external to the property, using a Call Flow fibre patch lead. The 'outside to inside' fibre from this point remains your responsibility. The router is Call Flow's responsibility if in warranty and reset to the current standard settings as recommended by Call Flow.
- **Superfast Fibre to the Cabinet (FTTC):** it is the router supplied by Call Flow that is connected to the main BT test socket via a micro filter supplied by Call Flow with no telephone connected. The router is Call Flow's responsibility if in warranty and reset to the current standard settings as recommended by Call Flow.
- Standard or **Superfast radio broadband (FWA):** it is the router supplied by Call Flow. However, any damage to the cable from the aerial to the router, including the aerial power unit, remains your responsibility. Repairs for this damage are chargeable. The router is Call Flow's responsibility so long as the router is within the warranty term and reset to the current standard settings as recommended by Call Flow.

5.3 **Wireless interference.** Many of the problems experienced with broadband connectivity are caused by using wireless connections within the premises (Wi-Fi). If you experience problems with your broadband quality, our Helpdesk team will need you to connect a wired device to the router using an Ethernet lead – this will help them determine whether there is a problem with your Service, or whether the problem is caused by wireless interference between your router and your device(s).

5.4 **Service quality.** We aim to provide a high-quality, continuous service to the point of entry to your premises. We recommend you use a wired Ethernet connection to your main devices, such as a home computer, wherever possible. We cannot guarantee a high-quality wireless signal from your internal router equipment everywhere within your premises, as the signal quality is affected by factors outside our control. Our Helpdesk team can suggest consumer products that have been designed to overcome the issue of wireless distribution within the premises.

5.5 **Engineer visits.** Occasionally an engineer visit will be necessary to investigate or fix a faulty service. Engineer visits are free of charge if the problem is found to lie within the Call Flow network using a Call Flow computer that has been wired directly into the Service Demarcation Point and with the configuration as described in section 5.2. When you book an engineer visit, we will:

- Agree an **appointment date and time window** with you and will endeavour to contact you a minimum of **two working days** in advance where reasonably possible if this changes. You can change or cancel any appointment date but you must give us at least two working days' notice.
- Explain that you, the account holder, or someone over 18 years with your authorisation to make decisions relating to the fault on your behalf, must be present.

- Explain and agree any pre-requisite requirements for the premises to ensure that the engineer can carry out the work.
- Explain that we can't determine whether an engineer visit will be chargeable until the visit has taken place.
- If the visit relates to poor broadband speeds, we provide our expected target speed in advance of the testing, against which the testing will be compared.

5.6 **Charges for engineer visits.** You will be charged for the engineer visit if the fault lies on the customer side of the network, and these charges are set out in the **Price Guide**. A chargeable visit will establish the responsibility for the fault but will not fix it. You will also be charged in the circumstances listed below.

- You provide an incorrect address.
- Entry is refused to the premises, or access cannot be gained by the engineer.
- There is no person at the premises over 18 years and authorised by you to manage the broadband Service.
- We agreed pre-requisite requirements for the premises with you to carry out the work successfully, and these requirements have not been met.
- The engineer finds that the fault that you have raised is not related to our Services or equipment, or the reported fault was not present.
- The engineering visit is cancelled by the customer later than two working days before the appointment date.
- The issue could have been fixed using guidance already supplied by our Helpdesk over the phone or by email. A common cause of reduced service quality is the wireless connection from the router situated within your premises to your device(s). Many issues are resolved by connecting your device to the router using an Ethernet lead instead of Wi-Fi, and our Helpdesk will explain how to do this before arranging an engineer visit.
- An engineer arrives at the premises to carry out the work you requested, but you no longer wish the work to be carried out.

5.7 **Fixing faults on the customer side of the network.** If an engineer visit establishes a fault on the customer side of the network, the customer is then responsible for fixing the fault.

5.8 **Non-availability of our Services.** We use reasonable endeavours to give you a minimum of five days' notice by email of necessary maintenance and support work on our network, although this may not always be possible if the problem is urgent or an emergency.

6. COOLING-OFF PERIOD AND SERVICE TRIAL PERIOD

6.1 In addition to your statutory 14-day cooling off period from day of order, we also provide a service trial period. The 14-day service trial period which starts:

- **For Services**, on the day of Service Activation.
- **For equipment**, on the day after we delivered it.

This service trial period does not affect your right to cancel as a result of problems with your broadband speed, as set out in paragraph 2.16.

6.2 If you cancel any Services or equipment orders within the cooling off period or the service trial period, you must:

- Pay for Services received up to the date that you told us you wanted to cancel.
- Pay any installation, connection or activation charges associated with that Service (including the full cost of charges that were discounted or advertised as free as a condition of taking Services on the terms that you agreed).
- Return any equipment we have provided.

6.3 If the Service you are cancelling is a package change, a re-contract or add-on to an existing Agreement, upon cancelling the Service we reserve the right to move you back to your previous Agreement terms or to the closest matching service.

7. EQUIPMENT RETURNS

7.1 **Service termination.** If the Call Flow Services are terminated (by you or us) prior to activation or during the cooling off period or due to any unavailability issue, you must return the broadband equipment that you have received. The equipment must be sent at your own cost and undamaged and in its original packaging within 14 days of telling us you want to terminate the Agreement. When we receive the equipment, we'll refund any equipment charges that you have paid less an appropriate amount (up to the full value of the refund) where the equipment is damaged.

7.2 **Faulty equipment.** We may ask you to return equipment that you have reported as faulty or that we think may be faulty. If we have sent you replacement equipment, you must return your faulty equipment in the manner we request.

7.3 **Equipment upgrades.** We may decide to upgrade your equipment as part of our ongoing improvements to the Call Flow Services. Once you have received your replacement equipment, you must return your old equipment within 30 days.

7.4 **Failure to return any such equipment.** Failure to return Call Flow's equipment, whether in relation to Service termination, Faults, or Upgrades, when requested to do so may result in charges as set out in the **Price Guide** or Service restrictions.

8. OUR RESPONSIBILITY TO YOU

8.1 **Problems with our Services.** We will provide our Services with reasonable skill and care and in accordance with good industry practice. If the Call Flow Services are unavailable we'll always look to put things right. Our ability to provide the Services is sometimes dependent upon other companies that provide Services to us. You acknowledge that there are factors outside of our control which will limit our ability to provide the Call Flow Services to you.

8.2 **Call Flow liability for damage to your property.** We will make good any damage to your property caused by us while installing your service on your property. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the installation services. Call Flow is not liable for minor cosmetic damage or damage to decorative finishes that may result from the installation.

8.3 Limitation of liability

- If we suspend the supply of your service for any of the reasons set out in 10.4, we will not be liable to you for the loss of service and we will charge you for re-activating your service at the end of the period of suspension.

- In the event of any failure in the Service, we shall not be liable to you for any charges incurred by you should you use an alternative means of connection to the internet.
- We are not responsible if you are not able to use the services because your equipment does not work properly, is not compatible with the system, does not conform to the relevant standard or does not meet the minimum specifications or because of faults in any 3rd party networks over which we have no responsibility.
- We have no control over the data which passes to or from you over the internet, and we are not responsible for any loss or damage to that data and we are not responsible for any loss or damage to your own equipment caused by the use of our service to access the internet.
- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- We have no liability to you for any loss of profit, loss of business, business interruption, loss of anticipated savings, loss of sales or turnover, loss of, or damage to reputation, loss of contract, loss of customers, wasted staff time, losses or liabilities under or in relation to any other contract, nor any indirect, consequential loss or damage of any kind arising from this Agreement.
- We are not liable to you for consequential loss directly or indirectly arising from the use of, or loss of, the Services that is a not foreseeable or which arises from an event beyond our reasonable control. In the case of suspension of service due to our fault, your sole remedy is the payment of a refund for each such event. Subject to 8.1, 8.3, and 8.5 (whether such liability arises due to negligence, breach of contract, misrepresentation, or for any other reason excluding fraudulent misrepresentation) our liability for such refunds is limited to £200 in any 12-month period for each claim or series of related claims.

8.4 **Network Outage.** If a fault occurs on the Call Flow network, we endeavour to diagnose and repair the fault in the shortest time possible. Business services have guaranteed maintenance on the next business day where the fault is within the Call Flow network, but we endeavour to carry out maintenance on the same day. Telephone support for all Services is available 9am-6pm on business days and 9am-5pm on Saturdays.

8.5 **Loss of service refunds.** If you let us know you have suffered a continuous total loss of service for three or more days, and we can validate your claim, we will credit your account by a pro-rata amount of any subscription fees you have paid in respect of that period of loss of service, except where:

- The failure is due to an outage which is not isolated to your line, for example network wide outage, due to an occurrence outside Call Flow's reasonable control.
- We suspend your Service in accordance with our Agreement or you are in breach of any term of the Agreement.
- Through no fault on our part, we are unable to carry out any necessary work on your premises (for example where we can't gain access to your premises, agree an appointment date or obtain all assistance or information that we require from you).
- The failure is due to other matters beyond our reasonable control, for example weather, force majeure, criminal acts of third parties.

9. WHAT WE DO WITH YOUR INFORMATION AND CONTACTING US

- 9.1 **Data accuracy.** It is your responsibility to ensure the information you have supplied us is correct. You are liable for additional charges that result from providing us incorrect information that we act on.
- 9.2 **Data protection.** We will use the data and personal information you provide us
- To supply the Service(s) to you.
 - Process payments for the Services.
 - Provide you information about the Service such as temporary problems with the network.
 - To administer your account for credit scoring, customer services, training, tracking use of our Services, profiling and purchasing.
- 9.3 **Complaints.** We want to resolve any complaints you might have. How we will do this is set out in our Code of Practice at www.callflow.co.uk/terms-and-conditions.
- 9.4 **Contacting us.** We may monitor or record online chats or calls made to or from Call Flow. We do this for training purposes, to improve the quality of our customer support and to comply with Ofcom regulations.
- Telephone - 0800 280 0590
 - Live chat - found on our website www.callflow.co.uk
 - Email - support@callflow.co.uk
 - Mail - Customer Services, Call Flow Solutions Limited, Suite 2, Branbridges Industrial Estate, East Peckham, Kent, TN12 5HF.
- 9.5 **Giving us notice.** You must give notice for ending the Agreement by either: writing to Call Flow at the above address or emailing admin@callflow.co.uk.
- 9.6 **Communicating with you.** We will give notice to you via email. It is your responsibility to ensure we have an up to date email address.

10. LEAVING US OR SUSPENDING THE SERVICE

- 10.1 These rights are in addition to any other legal rights you may have to terminate our Agreement. If you want to end the Agreement:
- **Because you simply want to leave us.** You will need to give us minimum 30 days' notice by email. If you are outside your Minimum Term you can cancel at any time without paying an Early Termination Charge. If you are within your Minimum Term (but outside the Cancellation Period) you will need to pay Early Termination Charges as set out in the **Price Guide**. Other charges may be due as set in the **Price Guide**. We will continue to provide the Services and you'll need to pay for all charges during this period.
 - **Because of the quality of our Services.** If the Service is materially degraded for a minimum 14 days or if we don't do something fundamental that we should have done under this Agreement within 7 days of you asking us in writing, you may be able to leave the Agreement early without paying a termination charge. Please contact us to discuss your options.

- **Because of changes.** If (i) we increase your Tariff (by more than the annual inflation-linked charge set out in 3.7; or (ii) materially change our Services or the Agreement, except where any increase is required by law or any regulatory authority, you will have a right to leave the Agreement early without paying a termination charge. We will let you know if this is the case and what to do before the changes are made. If you take no action within 30 days of us telling you about the changes you will be considered to have accepted those changes.
- 10.2 If someone else requests that we end our Agreement (for example a provider you're transferring to) we will accept that notice and will send you a letter advising that we have received notification that another service provider has applied to take over the Service.
- 10.3 If you cancel your Direct Debit without contacting us to arrange payment by alternative means, we may assume you want to end our Agreement.
- 10.4 **If we want to suspend our Services or end the Agreement and termination charges apply.** We may suspend our Services (other than access to the emergency services) or end the Agreement if any of the following apply. If you are within the Minimum Term you will have to pay Early Termination Charges as set out in the **Price Guide**:
- We reasonably believe you have provided us with false or misleading details.
 - You don't pay any charges on time.
 - You repeatedly request your bank to chargeback payments that you are not disputing.
 - You or anyone else who is using your Call Flow Services is in breach of our **Fair and Acceptable Use Policy** or **Privacy Policy** or if you don't do something fundamental that you have to do under the Agreement within 7 days of us asking you to do so in writing.
 - Any misuse of the Call Flow Services by you or any third party or the use any of our Services in a way that may damage or affect the operation of our network.
 - You become bankrupt or make an arrangement with creditors.
 - A licence under which you have the right to run your telecommunications system and connect to the Call Flow system is revoked, amended or otherwise ceases to be valid and is not immediately replaced with another valid licence.
- 10.5 **If we want to suspend our Services or end the Agreement and termination charges do not apply.** There are two cases where we may suspend our Services (other than access to the emergency services) or end the Agreement, and the Early Termination Charge **does not** apply:
- Our ability to continue to provide the Service to you is materially and adversely affected because: (i) any of our telecommunications carrier(s) or supplier(s) ceases to provide services to us; or (ii) any authorisation required by us ends or is changed; or (iii) it is not commercially viable to supply the Services to you; or (iv) the service is no longer technically viable, for example if the radio signal on a FWA service has deteriorated significantly since it was first installed.
 - If asked to do so by regulators or if required by law. We may end the Agreement if we are permanently unable to provide our Services to you.
- 10.6 We will usually give you 14 days' notice before suspending or stopping our Services or ending the Agreement, and work to resolve any issues with you. However, we may not give this notice if there is a material risk of loss or harm to us or our other customers (for example, where there is a reasonable suspicion of fraud or other abuse).

- 10.7 If we suspend the Services we may charge a line restriction fee as set out in the **Price Guide**. We shall also be entitled to recover from you all costs, losses and expenses incurred by Call Flow.
- 10.8 If this Agreement is ended by you or us, for whatever reason, you will have to pay all charges up to the date of termination of your Call Flow Services.

11. MOVING HOUSE

- 11.1 **If you move to a new house during the Minimum Term.** Please let us know at least 30 days in advance of your moving date, and we will terminate the services on the moving date. If you wish to have Call Flow Services at your new address, we will conduct a services availability check. If we are able to provide the Services to your new address, we will set up a new Agreement with you, with a new Minimum Term. Activation charges may be applicable for connecting the Call Flow Services to your new house (for example if a new phone line or fibre cable is required). You will be subject to Early Termination Charges for the Agreement to supply Services at your old address. Other charges may be due as set in the **Price Guide**.
- 11.2 **If you move to a new house outside the Minimum Term.** Please let us know at least 30 days in advance of your moving date, and we will terminate the services on the moving date. If you wish to have Call Flow Services at your new address, we will conduct a services availability check. If we are able to provide the Services at your new address, we will set up a new Agreement with you, with a new Minimum Term. Activation charges may be applicable for connecting the Call Flow Services to your new house (for example if a new phone line or fibre cable is required). Please see our **Price Guide** for details.

12. AFTER THE AGREEMENT ENDS

- 12.1 If this Agreement is ended by you or us, for whatever reason, you will have to pay all charges up to the date of termination of your Call Flow Services. If you have paid any charges in advance we'll refund you for any services not used, but we'll first take off any money you owe us under our Agreement. For security or compliance reasons we may not hold your payment details after our Agreement has ended so you agree that we may make these refunds by cheque.
- 12.2 Any features or services that are provided for free with or as part of the Service(s) will end on the same day as the Agreement ends. You may continue to keep certain features or services if you agree to pay any relevant charges set out in the **Price Guide** or as otherwise agreed with us.

13. PARTIES, TERMS, LAW

- 13.1 You accept that the Agreement is between you and us; no one else can enforce it. However, we may take instructions from a person acting with your permission. We can transfer the Agreement to another company provided this does not adversely affect your rights under the Agreement.
- 13.2 Unenforceable terms: Each of the paragraphs and sub-paragraphs of our Agreement operate separately. If any court or relevant authority decides that any of them are unlawful or

unenforceable, the remaining paragraphs and sub-paragraphs will remain in full force and effect.

- 13.3 Delays: If we delay in taking any steps under our Agreement against you in respect of you breaking our Agreement, that doesn't prevent us taking steps against you later.
- 13.4 After our Agreement, the following Sections of this Agreement apply even once the Agreement has ended: Section 4 (IF YOU FAIL TO PAY), Section 6 (CANCELLATION PERIOD), Section 8 (OUR RESPONSIBILITY TO YOU), Section 9.3 (Complaints), Section 12 (AFTER THE AGREEMENT ENDS) and Section 13 (PARTIES, TERMS, LAW) apply even once the Agreement has ended.
- 13.5 Laws and courts that apply: English law applies to our Agreement and claims between us will be brought in the English courts.

14. ULTRAFAST (FTTP) SERVICE

If you take the FTTP Service from Call Flow, the following terms will also apply:

- 14.1 **The Electronic Communications Code.** We provide our Services over Electronic Communications Apparatus, including fibre optic cables and related equipment, which is placed in the public highway and in private property using rights granted to us as a Code Operator under the part of the telecommunications legislation known as the Electronic Communications Code.
- 14.2 **Grant of permanent Wayleave.** You accept that when we install our Electronic Communications Apparatus across the grounds of your premises up to the Installation Demarcation Point, and related equipment on your premises in order to connect your premises to our network, you grant Call Flow a permanent Wayleave at nil cost to Call Flow under the Electronic Communications Code. This permits Call Flow to install its Electronic Communications Apparatus on your property and permits Call Flow to keep it there and access it for maintenance. You should ensure that any future purchaser of your property is made aware of this Wayleave and the position of our fibre optic cables and related equipment on your premises.
- 14.3 **Retaining telephony over the copper line.** You may opt to retain your traditional telephony Services over your existing copper line from Call Flow or another telecommunications provider.
- 14.4 **Internet telephony and power outages.** You may opt to switch off your traditional telephony services and instead use a service that provides telephony over the internet, such as VoIP. If there is a power outage within the Call Flow network, you will usually be able to make and receive calls using the voice port for at least one hour. After this, you won't be able to make or receive calls until Call Flow has restored the power. If there is a power outage within your premises you will not be able to make and receive calls until your energy provider has restored power to your premises, unless you implement your own temporary power arrangements.
- 14.5 **Installation Demarcation Point.** Call Flow will install your fibre connection to the outside of your premises, to a position known as the Installation Demarcation Point. Please refer to Call

Flow's website for information on where this Demarcation Point is typically located or contact our Helpdesk for assistance.

- 14.6 **Access to the Installation Demarcation Point.** You must ensure that there are no obstructions outside that will prevent access to the Installation Demarcation Point on your installation date and thereafter. If the existing route to the property from the proposed Installation Demarcation Point is obstructed for any reason, Call Flow reserves the right to change the Installation Demarcation Point to the boundary of the property or where Call Flow sees best fit for installation or reserve the right to cancel your order.
- 14.7 **The internal installation options.** You have two options for the internal installation, which extends the fibre optic connection cable from the Installation Demarcation Point to a suitable location inside your premises for your optical terminating equipment (modem) and router: 1) Independent Installation; or 2) Call Flow Approved Installation.
- 14.8 **Independent Installation.** You, or an appropriate service provider that you have chosen and commissioned, will carry out the work to connect from the Installation Demarcation Point on the outside of your premises to the required location for your terminating equipment inside your property. You must read the Installation Guide we provide on the Call Flow website carefully before attempting the internal installation. You **must not** attempt to connect your modem and router boxes yourself; this must be done by a qualified Call Flow installation technician once your internal installation is complete. The fibre optic cable is designed to be appropriately robust, however it is protecting very delicate glass fibre strands and therefore needs to be handled with care. If you damage the cable or other equipment you will be charged for replacements.
- 14.9 **Call Flow Approved Installation.** The charge for Call Flow approved installation is set out in the **Price Guide** or as otherwise agreed with us.
- Your internal installation will be carried out either by one of our own Call Flow installation teams, or by one of our trusted partners, who carry out installations on our behalf. All Installation Technicians work to our agreed standards using our approved equipment.
 - On the installation day and prior to commencing the installation, the technician will ask you to agree the route of the installation from the Installation Demarcation Point to the location of the modem and router, which will be within the same room in which the fibre enters the premises.
 - Up to a maximum of 5m of internal fibre cabling will be provided to place the internal connection socket in a suitable location.
 - The technician will drill a hole through your external wall, adjacent to the Installation Demarcation Point, and then take the cable from that point to the agreed location for the internal connection socket. The technician will connect your equipment, activate your Service, and test the Service to ensure that the installation has been carried out correctly.
 - Your internal installation works carry a 1-year warranty against defects but not damage.
 - All cabling will be surface mounted on the most appropriate surface and with due care. By purchasing a Call Flow Approved Installation, you accept liability for any minor cosmetic damage or damage to decorative finishes that may result from the installation.
 - We are not liable for business losses. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity in relation to your installation service.

- Your technician will carry out a risk assessment before commencing any work. Please note the following safety rules which apply to all installations:
 1. Technicians are not permitted to work at any premises unless a person over the age of 18 years and authorised by the Account Holder is present.
 2. Technicians are not permitted to enter loft spaces or eaves cupboards unless they are correctly boarded and have a walk-in entrance and are not permitted to work in confined spaces.
 3. Technicians are not permitted to use your ladders, stepladders, access equipment or tools.
 4. Technicians are not permitted to lend their tools or equipment to you to complete parts of the job or any other work.
 5. Technicians cannot disturb or work in the vicinity of areas where they believe that asbestos is present.
 6. Technicians are not permitted to work above a height of 5m.
 7. Technicians are not permitted to access flat roofs or roof structures.
 8. Technicians cannot access underground structures, spaces or excavations or lift floor boards or drill through floors.
 9. Technicians are not permitted to move your furniture.
 10. Technicians are not able to perform specialist trenching or to install cables overhead.

14.10 **FTTP Service Activation.** If you have purchased the Call Flow Approved Installation, the technician will endeavour to connect your router and modem and activate the service during the same appointment as the internal installation. If you have opted for the Independent Installation, you will need to arrange an appointment for the connection of your router and modem by booking an appointment on the Call Flow website or by calling our Service Activation Team, before you can use your Service.

14.11 **The Activation Fee** is collected on your first bill and this is issued on the earlier of either (i) Your FTTP Service Activation has taken place; or (ii) Two weeks after we have installed the Service to the Installation Demarcation Point and informed you that the connection is ready for service.

14.12 **Damage to the cable or equipment.** For the duration of this Agreement, if for any reason the cable or equipment beyond the Installation Demarcation Point to your router is damaged and needs replacing, you will be liable for all fees including engineer call out charges. You are also responsible for the upkeep of equipment from the Installation Demarcation Point onwards.

15. RADIO (FWA) SERVICE

If you take the FWA Service from Call Flow, the following terms will also apply:

15.1 Occasionally, additional equipment is needed to install the required antenna in a satisfactory and safe location. If this is the case then you will be advised prior to installation of any additional charges that will be incurred; items that may not be covered in a standard installation could be (i) Chimney strap; (ii) Large pole and bracket; (iii) Extra cable (over 20m); (iv) Bespoke cabling (cabling not required for installation but requested by you); (v) use of an aerial work platform.

- 15.2 Call Flow designs and configures each radio (wireless) link with reasonable skill and care. However, the quality and availability of service may sometimes be affected by factors outside Call Flow's control.
- 15.3 It is also possible that the actions of other customers within the network affects your Service quality. For example, this could include a breach of the **Fair and Acceptable Use Policy** by other customers, or disconnection or interference with our equipment on a customer's premises. We will use all reasonable endeavours to address any problems arising from such actions and reinstate the Service to its expected performance level as soon as possible.
- 15.4 Equipment faults can occasionally be caused by factors outside our reasonable control, such as electrical surges or storms. You may incur a service fee for reinstating the Service - as outlined in the **Price Guide** – after damage caused by any natural disaster, fire, storm, extreme weather event, flood, act of God, civil unrest, war, strike, government action or terrorist activity.
- 15.5 If this Agreement is ended by you or us, for whatever reason, Call Flow may request return of its equipment. Otherwise, Call Flow will not remove equipment and will not be liable for the cost of removal or any other costs you may incur from the equipment.

16. PHONE SERVICES

- 16.1 **What you need to do.** You must authorise Call Flow to act on your behalf in all dealings with Openreach (who are responsible for all copper lines) or any other third parties to transfer or supply the Service. You will also need to supply your own home or business telephone equipment.
- 16.2 **Changes to your telephone plan and call features.** If you want to change your call plan or call features you may request this at any time and the change will happen from your next billing date. This won't affect your Minimum Term for the Service. Charges for the new call plan or call features are set out in the **Price Guide**.
- 16.3 **What we provide.** For phone and line rental, call plans and call features.
- The facility to make and receive phone calls.
 - Additional call features included with your order.
 - A phone number for the phone line we provide. You can change your directory status by contacting us.
- 16.4 **Your phone number.** We will try to keep your old phone number but cannot guarantee this. We may also have to change the phone number we provide to you if the national numbering plan changes.
- 16.5 **Inclusive plans.** If we suspect you of using an inclusive call plan to support anything other than normal everyday home use (for example for telemarketing) we may suspend or end our Agreement immediately. In addition, we can on giving 30 days' notice remove your inclusive call plan.