

These terms and conditions were last updated on: 09 January 2020.

DISConsulting IT Ltd

Phone and Broadband/Leased Line terms and conditions

Please take some time to read these terms and conditions. They provide important information about the services we're providing you with. This includes how we may change a **service**, the **agreement** and the **charges**.

The most important parts of the terms and conditions are explained below.

Common questions and important terms

What services am I getting?

We explain the details of the services, including the charges, in your order confirmation

How long does a service last and when does it start?

Each service will last for a minimum amount of time (the minimum term), which is set out in your order confirmation. We switch on a service on the service start date shown in your order confirmation. We start charging you from this date too.

In some circumstances you can end a service early. We explain these in clause 10 of these terms and conditions. If you end a service during the minimum term, or if we

end it early because you have done something wrong, you may have to pay us a charge.

Will the charges increase?

We may increase the charges at any time. Read clauses 16 and 17 of these terms and conditions for more details. If you change a service, you'll pay the charge for the new service from the day we agree it starts.

How much notice will I get if you increase the charges?

We'll tell you before we put the charges up. If we increase any of the core charges shown in your order confirmation, or make any other changes which put you in a significantly worse position, we'll let you end a service without having to pay the higher amount or a charge for leaving early.

Will a service change?

It's important you realise that we may change a service (including the equipment and service features), the charges and the terms and conditions of the agreement at any time (even during the minimum term).

You may also be able to change a service by contacting us.

What happens if I buy a number of services from you?

If we provide you with more than one service or item of equipment (for example, if you have more than one Broadband line, PSTN phone line or Lease line internet) you'll have a separate agreement for each one (and possibly for different items of equipment). Make sure you read each agreement carefully. Although some of the terms are the same or very similar, each agreement has important differences.

How to contact us

Phone us on **01256 479700**.

We may record calls (including marketing ones) to help us with training and to prevent identity fraud.

Terms and conditions for the Phone service and Broadband service

You should read these terms and conditions carefully as they contain important information. Please also read our Privacy Policy at <http://www.disconsulting.co.uk/privacypolicy> It describes how we may use your personal information.

The basics

1. **Who we are:** We're Disconsulting IT Ltd, 10 Century House, Priestly Road, Basingstoke, Hants RG24 9RA. We're registered in England with company number 5442739.
2. **What words mean:** Some of the words and phrases in these terms and conditions have special meanings. Those words are explained below. They are printed in bold wherever they have the special meaning given below.

agreement – the legally binding agreement between you and us for each **service**. The **agreement** is made up of the following:

- These terms and conditions
- The latest version of any other policy we tell you about

Username ID – the username we'll give you and a password that you choose for when you use a **service**.

DISconsulting-owned equipment – any equipment which we own or is part of our network, or any equipment that belongs to our service providers, even though it's in your home. It includes the phone line and socket, the router (in the case of certain fibre broadband services) and any extra cabling we give you that doesn't come with your hub.

charges – the fees you pay for a **service** and any **service feature**, including the **core charges**, plus anything else you need to pay in line with **the agreement**

core charges – your line rental and the basic charges for your monthly calls package or your monthly broadband (or both), as shown in your **order confirmation**.

equipment – the equipment (if any) we give you as part of a **service**, as shown in your **order confirmation**.

minimum term – any initial or later period you've agreed to pay for a **service**, as shown in your **order confirmation**.

order confirmation – the letter or email we send you after we accept your order for a **service**. It confirms important things like the description of a **service**, the **minimum term** and the **charges**.

service features – any products, features, benefits, 'add-ons' or extra services we provide on top of or as part of a **service**. **Service features** might have extra terms and conditions that you will have to keep to.

service start date – the date a **service** starts, as shown in your **order confirmation** (unless we tell you another date).

service – the Phone service or Broadband/Internet service (or both) that we are providing you with under the **agreement**, as shown in your **order confirmation**, and on your bill

working days – Monday to Friday, except bank holidays and public holidays.

3. **What are these terms and conditions for?**

- a. These are the terms and conditions which apply when we provide you with a **service** and any related installation services (see clause 5a).
- b. If we provide you with another service (like Internet, Static IP addresses), you'll have a separate agreement for each service. Please read each agreement carefully. Although some of the terms are the same or very similar, each service has important differences.

4. **When a service starts and how long it lasts**

- . Each **service** starts on the date shown in your **order confirmation**.
- a. Each **service** will last for at least the **minimum term** and will carry on after then unless:
 - you end a **service** in a way set out in clauses 9a (ii), 9a (iii) 9a (iv), 9a (v), 9b, 9c; or
 - we end a **service** in line with clause 10.

We might also agree a new **minimum term** during or after your initial **minimum term** (for example, if you take up one of our offers at the time). We'll always tell you beforehand if there needs to be a new **minimum term**.

- b. If you want to end a **service** before its **minimum term** has ended, or if we end it in line with clause 11, you may have to pay us a charge. Also, you may have paid a lower charge (or even nothing) for the **equipment** in return for taking a **service** for the **minimum term**. If this is the case, and you end the **agreement** early, we might need to charge you for that **equipment**. Take a look at clause 12 for details.

The service

5. How you can use the service

- a) Each **service** is just for you and your business's use (meaning that it should not be used for any other trade, business or profession). You're responsible for how each **service** and the **equipment** are used.
- b) You agree that you'll do the following in connection with each **service**:
 - . Follow any reasonable instructions we give you and help us run our security checks.
 - i. Get any permission we need to provide a **service** in your office or to install anything for you.
 - ii. Tell us if you change your name, address, email address, mobile number, payment details or anything else we might need to know about.
 - iii. Do everything you can to keep your username and password private and stop anyone else from using them. You should also keep your bill and account details safe from fraudsters.
 - iv. Tell us straight away, and change your **Username ID** password, if you think or know that someone else knows your **Username ID** username and password.

- v. Use each **service** lawfully. That means you must not use it in a way that breaks any law, regulation or rule in force in England and Wales, Scotland or Northern Ireland (as appropriate).
- vi. Not do anything which might have a negative effect on:
 - our systems, networks, servers, brand, reputation or security;
 - other customers' services or equipment;
 - other customers' security; or
 - any other person's or business's systems, networks or security.
- c) Each **service** may have monthly usage limits. If you go over any of these we'll charge you for the extra usage.
- d) If we reasonably believe you've misused a **service**, or have let anyone else misuse it, you might have to pay us for any loss or damage we suffer as a result.
- e) If we give you a phone number, you agree that you don't own that phone number and that you won't transfer it to anyone else, or try to do so.

6. **Setting up the service**

- a) If you need any **equipment** installed, or if your phone line or broadband needs activating, we'll agree a date for this with you. You must let us into your office if necessary.

Broadband Installation: if you order this installation service from us, we'll install and connect your home hub and computer to the Broadband **service**.

Data Cabling Installation: if you ask us to install data cables for you, we will provide and install a data cable, up to a maximum length of 90 metres, between two points in your property. (The data cable will be tacked against walls and skirting boards, may be on both inside and outside walls, and will end in a wall-mounted box.)

We might ask you to install some **equipment** yourself. If we do, we'll send you instructions to help.

- b) If you need to change or cancel an appointment, you must tell us at least two **working days** beforehand.
- c) We might charge you for installing **equipment** or activating your phone line or broadband. If we do, we'll tell you before you complete your order. You might also have to pay a fee to re-activate an existing phone line. We'll tell you about this when

you order. If installation work has already started, we won't refund the installation **charge**. We'll also charge you the installation **charge** if you prevent the installation from being done.

- d) We can only install the **equipment** if someone over 18, who can make decisions about where and how we install it, is at the office.
- e) On the day we install the **equipment**, we might need to disconnect your phone line for a while. If possible, please have a backup for making calls to emergency services.
- f) If we need to change the installation date, we'll try to contact you at least two **working days** beforehand.
- g) The engineer won't be responsible for connecting any equipment that we haven't provided (like CCTV).

7. What we have to do for you

- a) We provide each **service**, the **equipment** and installation work to the UK address you give us. We may take instructions from a person who we have good reason to believe is acting with your permission.
- b) We aim to provide a continuous, high-quality service using reasonable care and skill. However, due to the nature of each **service** and the **equipment** we use to provide it, we can't guarantee that it'll be available all the time.
- c) Sometimes faults in our network affect a **service**. We'll fix any faults as soon as we can.
- d) Occasionally we might have to interrupt, change or temporarily suspend some or all of a **service**. That could be to maintain, upgrade or repair the network. If we do, we'll try to get the network up and running again as quickly as possible.
- e) In exceptional circumstances, we might have to do things to manage our network's performance.
- f) If we know or believe that any of your devices have been infected by malware (software designed to disrupt or damage a computer system, such as a computer virus), or if any of your devices try to get access to a malicious website (a website that attempts to install malware), we might take action. That might mean putting software onto our network to stop the spread of that malware or to prevent your devices from going to the malicious website.
- g) We try to make sure antivirus software and other security features we provide are effective. Please make back-up copies of your documents, photos and so on in case the originals are lost or corrupted.

Payments

8. Paying what you owe us

- a) You must pay the **charges** for each **service**, whether you use them or someone else does.
- b) We'll normally bill you regularly and in arrears. If we need to charge you for anything extra (for example, for going over any usage limit), we may add those charges to a later bill.
- c) All bills will be sent to you as an attachment via email, unless you request otherwise.
- d) You must pay any bills as soon as you get them, unless we agree otherwise with you.
- e) If you genuinely think we've made a mistake on your bill, tell us straight away. We won't suspend or end a **service** while we look into the matter. You must pay the amount you agree that you owe.
- f) If you don't pay your bill on time, we'll phone you or send you a reminder. If you still haven't paid 10 days after the date of our reminder (or seven days if you pay once a month), we may add a late-payment charge to your next bill. You may also have to pay a failed-payment charge if a direct debit or cheque bounces because you don't have enough money in your account.
- g) If you don't pay a bill, we won't normally suspend or end a **service** until 30 days after the date your payment was due. However, if this isn't the first time that you haven't paid a bill on time, we may suspend or end a **service** earlier.
- h) If you don't pay your bill, we may give your details, including your personal information, to a debt-collection agency and ask them to collect the money for us. If we do, you'll have to pay an extra charge to compensate us. The charge won't be more than the amount we have to pay to the debt-collection agency, who will add the charge to your debt. VAT will be added to any extra charge we add to your bill.

We might also transfer your debt to any other business (in which case, your personal information will also be transferred) who may then try to recover the amount in a way it considers suitable.

This clause continues to apply after the **agreement** with us has ended.

Ending the service and this agreement

9. When you can end the service and this agreement

- a) You can cancel the **agreement** at any time by giving us:
 - 14 days' notice, if you're switching to another provider through an approved switching process; or

- 30 days' notice, if you're cancelling **the agreement** for any other reason.

If you're within the **minimum term**, you may have to pay a fee for cancelling early.

- b. You can cancel at any time if we break a significant term of the **agreement**. In this case you won't have to pay a fee for leaving early.
- c. You can cancel if you end a **service** as explained in clause 18a.

10. When we may restrict, suspend or end a service

- a. We may stop providing a **service** at any time by giving you at least 30 days' written notice.
- b. If you break the **agreement**, we'll normally let you try to put things right within a reasonable time. But we may limit, suspend (in part or fully) or end a **service** immediately if any of the following apply.
 - . We have to end the **agreement** by law or in line with any regulation.
 - i. We can't provide a **service** (or part of it) any more, or we have suspended or restricted a related service.
 - ii. You break the **agreement** and don't put things right in a reasonable time.
 - iii. You seriously misuse a **service** or break the **agreement** in a way that cannot be put right.
 - iv. You or anyone else using a **service** act towards our staff or agents in a way which is unsuitable or serious enough to justify suspending or ending a **service**.
 - v. You don't pay for a **service** (as described at the end of clause 9g) or you pay in a way other than how we've agreed with you.
 - vi. You cancel your direct debit and we haven't agreed another way you can pay.
 - vii. We suspect fraud or any other unauthorised activity.
 - viii. It's reasonable for us to do so to protect our network and maintain a high-quality service.
 - ix. Your usage is significantly different to what we'd expect from the average customer.
 - x. You significantly break any other agreement you have with us and don't put things right within a reasonable time.
 - xi. You use a **service** for any other trade, business or profession.

- c. If we suspect there's been, or is likely to be, a security incident, we may suspend your **Username ID** username to protect your account. We'll ask you to change your password before letting you log back in.
- d. If we suspend or end a **service**, we'll tell you what you need to do to restore it.
- e. If you're within the **minimum term** when we tell you we'll end a service for any reason listed in clause 10b, you'll have to pay a fee for leaving early in line with clause 13.
- f. If we suspend or end a **service** for any reason listed in clauses 10b(iii) to 10b(xii):
 - we may charge a fee for starting a **service** again; and
 - you may have to pay the **charges** for a **service** while it's suspended, up until it ends.
- g. If you break the **agreement** and we do not take action, we can still take action at a later date.
- h. If you or we end a **service**, we'll refund any amount you've paid upfront. But first we'll take off anything you owe us in connection with that **service** or any other agreement between you and us.

11. When you get other services from us

- a. Sometimes we can only provide you with a **service** if you also have one of our other services. For example, you can only get static IP addresses from us if we also provide you with Broadband/Leased Line connectivity. If one service ends or is suspended, we might need to end or suspend the other. If that's the case, we'll tell you.
- b. If you're using any extra services for free, they may end on the day the **agreement** ends. We'll tell you about this at the time.

12. Charges for ending the agreement early

- a. You'll have to pay us a fee for ending the **agreement** early if:
 - you end a **service** during the **minimum term**, except in the circumstances listed in clause 12c below; or
 - we end a **service** during the **minimum term**, in line with clauses 10b(iii) to 10b(xii).
- b. **Equipment:** If you end a **service** during the **minimum term** and you haven't paid for any of the **equipment** in full, we may charge you the full price of the **equipment** (except in the circumstances listed in clause 12c). For example, this may happen if we've given you a router and you didn't pay the full price for it.
- c. You won't have to pay the fees and charges referred to in clauses 12a and 12b if:

- you end a **service** under clause 13b as a result of changes that significantly disadvantage you;
 - you end a **service** under clause 9d as a result of us breaking a significant term of the **agreement**;
 - you end a **service** under clause 9f as a result of faults with that **service**;
 - you end the Broadband service under clause 9g as a result of consistently low broadband speeds;
 - you end a **service** under clause 18a as a result of us moving you to another service; or
 - you move home and we cannot provide a **service** at your new UK address.
- d. The fee you will have to pay is the total amount of **charges** you'd have paid if you stayed with us for the whole **minimum term** minus any costs we save from you leaving early.

Changes we may make

13. How we can change a service, service features, equipment, charges and terms and conditions of the agreement

- a. We may change a **service, service features, equipment**, charges and the terms and conditions of the **agreement** at any time for the reasons listed in clauses 14 to 17.
- b. If we increase any of our **core charges**, or if we make any changes to a service, the **charges** (other than a **core charge**) or the terms and conditions of the **agreement** in a way that significantly disadvantages you, we'll do the following.
 - We'll tell you at least 30 days before the change, unless we can't reasonably do that (for example, if the change is for legal or regulatory reasons, in which case we'll give you as much notice as possible).
- c. We'll either write to you about any other changes or advertise the change another way, such as on our website.

14. Changes to a service, service features, equipment and terms and conditions of the agreement

We may change a **service**, service features, equipment and terms and conditions of the **agreement** to do the following.

- i. Make the **agreement** clearer or easier for you to understand, or change it in another way that doesn't significantly disadvantage you.

- ii. Change, improve, update or add to a **service, service features** or **equipment** you get (for example, if we increase the maximum upload speed for your Broadband, or add new types of calls to your calling plan).
 - iii. Introduce new services, service features or equipment (for example, if we introduce a new calling feature or security product).
 - iv. Change your area code or phone number, or access numbers.
 - v. Change the way we structure our prices, **charges**, a **service, service features** or **equipment** (for example, if we change the names of our products or services, their content or their descriptions).
 - vi. Add new service features (for example if we introduce a new security feature to your Broadband service).
 - vii. Add to or change the way we provide a **service**, service features or **equipment**(for example, if we introduce new ways for you to receive Broadband.)
 - viii. Reflect changes to or developments in technology (for example, we may develop the way we provide a **service**, or introduce new ways to pay for a **service**, or develop and introduce new systems which give you a better service).
 - ix. Withdraw, replace or remove all or part of a **service** , a **service feature** or **equipment**.
 - x. Make minor changes to technical specifications (for example, limits for transferring information associated with a **service** and the technology we use to provide a **service** to you.)
 - xi. Update, upgrade, improve or alter a **service**, service features or **equipment** (for example, to fix bugs or faults, tackle security issues, improve software or equipment, change the way a **service** looks or improve how the **equipment** works).
 - xii. Reflect a change in our ability to provide a **service**, service features or **equipment** in a particular area (for example, if we increase our coverage somewhere).
 - xiii. Reorganise the way we manage or run our business.
 - xiv. Reflect any change to a law, code of practice, regulation, guidance or responsibility that applies to us.
15. **Other changes to a service, service features, equipment or terms and conditions of the agreement**

Because we might provide a **service** to you for a long time (not just for the **minimum term**), and we can't always predict the future, we may need to make changes for a reason

not listed in clause 17. If we do, we'll give you notice, and you may be able to end a **service** in line with clause 13b.

16. Changes to the charges

We may change the **charges** if:

- . we change a **service, service features, equipment** or the terms and conditions of the **agreement** as listed in clauses 14(i) to 14(xii);
- a. the cost of providing a **service** or **service** features increases (for example, the businesses we buy from increase their prices);
- b. the cost of running our business increases;
- c. we reorganise the way we run our business; or
- d. there's a change in a law, code of practice, regulation, guidance or responsibility that applies to us (for example, if there's a VAT increase).

17. Other changes to the charges

We might need to make changes to the **charges** for reasons other than those listed in clause 16. If we do, we'll give you notice and you might be able to stop a **service** in line with clause 13b.

Moving between services, service features and equipment

18. Moving between services

If we withdraw a **service** so you can't carry on receiving all or part of it, (for example, if we change the number of service options available), we'll move you onto our next best, or better, service. If we can, we'll tell you at least 30 days' before we do this. If we can't, we'll give you as much notice as possible. If the service we move you to has a higher charge, we'll either let you end it without paying the charges described in clause 12 or we won't charge you the higher charge for the rest of the **minimum term**.

After the **minimum term**, we'll charge you the full price of the new service.

- a. We may move you to a better service, service feature or equipment at no extra cost for a trial period. We'll tell you at least 30 days' before we do this. Unless you tell us not to, we'll move you back to your previous service, service feature or equipment

once the trial period has finished. You can tell us to end your trial period whenever you like.

- b. You can choose to upgrade or change a **service**. We may apply a new minimum term or charge you an activation charge. Or we might let you carry over any **minimum term** you've got left on the **agreement**. We'll tell you at the time if that's the case.

Everything else

19. Equipment and software

We'll tell you when you should get the **equipment**. You may be able to get other equipment from us at an extra cost. If there are any charges for equipment, we'll tell you when you order.

- a. The **equipment** (except the software in it and any **DISConsulting equipment**) belongs to you from when it's delivered.
- b. The **DISConsulting-owned equipment** will always belong to us. You must look after it and not damage, destroy or otherwise interfere with it unless we ask you to (for example, if we're helping you fix a problem). If the **DISConsulting-owned equipment** is damaged other than through fair wear and tear, you'll have to pay to fix or replace it.
- c. We own, or own the licence to, the software in any equipment we (or someone acting on our behalf) have given you. Sometimes you'll have to agree to the terms of an 'end-user licence' to use it. You won't have to pay any charges for this software unless you've agreed to do so.
- d. You must let us update, upgrade or replace software relating to a **service** or the **equipment**. Software changes might happen automatically.
- e. We can only be responsible for equipment we give you. If you choose to use any other equipment (like a router made or supplied by anyone else), you must make sure it's compatible with that **service**.
- f. You must not connect equipment to our network that may harm it, or harm anyone else's equipment or services. If you do, you must disconnect it straight away, or pay us to do it.

20. What happens when you move Office

If you move office, let us know at least 30 days beforehand. You can ask us to set up the **service** at your new address in the UK.

Phone service: If you move office and want us to provide the Phone service at your new address, you may have to enter into a new contract for the new telephone line with a 12-month minimum term. We'll tell you about this at the time. If you have already paid for 12 months' line rental at your old address, you can carry it over to your new address. If you haven't reached the end of the **minimum term** for your existing call plan when you move, you can carry that over too.

21. How to get in touch with us and how we'll contact you

- a. We'll send you any written notice by email or by posting it to the address we have for you. We'll send you all other notices by voicemail, text message or other form of electronic message. We'll assume you get letters in the post two **working days** after we've sent them. It's your responsibility to read the notices that we send you.
- b. You can phone us on 01256 479700. Calls are charged at the standard rate from other mobiles. You can also email us on support@disconsulting.co.uk

22. Sorting out complaints

- a. From time to time you may need to contact us to sort out a problem.
- b. We'll try our best to settle any complaint or dispute you have. If we can't, you can refer the matter to a dispute-resolution service to get an independent opinion. If we cannot agree a solution with you within eight weeks of getting your complaint, or before the eight weeks is up we agree in writing that the dispute should be settled by an independent adjudicator, you can refer it for 'alternative dispute resolution' by contacting the Ombudsman Services: Communications. You can find out more at ombudsman-services.org/communications or by phoning 0330 440 1614. The Ombudsman's service is free.

23. Transferring the agreement

The **agreement** is only between you and us. You cannot transfer it to anyone else, or try to do so. We can transfer the **agreement**, and our rights and obligations under it, to anyone else (including if we reorganise the way we work), as long as it doesn't have a negative effect on your rights.

24. Other things we need to tell you

- We and our suppliers still own any intellectual property rights associated with a **service** and the **equipment**, so you won't own any rights in them by using a **service**.
- Only you and we can take action under the **agreement**. Nobody else can enforce it or benefit from it (except in line with clause 24a).

- If any part of the **agreement** cannot be enforced, all other parts of the **agreement** will still apply.
- We may record calls (including marketing calls) to help us with training and to prevent identity fraud.
- The **agreement** is made under English and Welsh law. Any disputes you and we cannot settle can only be decided in English and Welsh courts