

# Residential Telephone and Internet: Terms and Conditions



## 1. About the Agreement

- 1.1 This Agreement sets out the terms by which seethelight agrees to provide the Combined Residential Telephone and Internet Service to your Premises.
- 1.2 This Agreement comprises the following:
  - 1.2.1 The Order;
  - 1.2.2 These Terms;
  - 1.2.3 The seethelight Privacy Policy which is available at [www.seethelight.co.uk](http://www.seethelight.co.uk)
  - 1.2.4 The seethelight combined residential call and Internet service plans and tariffs which are also available at [www.seethelight.co.uk](http://www.seethelight.co.uk) (the "Site"); and
  - 1.2.5 The seethelight Internet Acceptable Use Policy which is available at [www.seethelight.co.uk](http://www.seethelight.co.uk).
- 1.3 Please note that, in this document, reference to "we", "us", "our" and seethelight denotes Independent Fibre Retail Limited, trading as "seethelight". Registered number 07443511, whose registered address is: **Energy House, Woolpit Business Park, Woolpit, Bury St. Edmunds, Suffolk, IP30 9UP**. Reference to the "parties" means both seethelight and you, the residential customer.
- 1.4 You will need a summary of the key definitions of words which we use in this Agreement in Clause 23.

## 2. Length of the Agreement

- 2.1 This Agreement commences on the date that seethelight accepts the order you submit to us for the supply of the Combined Residential Telephone and Internet Service (the "Order"), continues for the minimum period which is set out in the Order (the "Minimum Period") and any additional Minimum Period under Clause 6.4 and will continue thereafter until brought to an end by either you or us in one of the ways set out in these Terms.
- 2.2 Acceptance of your Order will take place on the date on which an authorised representative of seethelight accepts your Order.
- 2.3 Please note that Orders for the Combined Residential Telephone and Internet Service are accepted at our sole discretion.
- 2.4 You acknowledge that, following acceptance of your Order, we will send you our order confirmation by letter or email.
- 2.5 You acknowledge that, in order to receive the Combined Residential Telephone and Internet Service, your Premises must be located in an area where the Network is available.
- 2.6 We will confirm the availability of the Network to you before accepting your Order.
- 2.7 The confirmation email provided to you under Clause 2.4 will contain your Target Activation Date for Combined Residential Telephone and Internet Service and the telephone number(s) allocated to your account.
- 2.8 The Target Activation Date is the date on which seethelight will endeavour to activate the Combined Residential Telephone and Internet Service, which will normally be approximately ten (10) Business Days after you have received confirmation from seethelight under Clause 2.4.
- 2.9 The Target Activation Date is a target only and the actual date of activation will depend on a number of factors. Accordingly, any activation dates provided to you, including the Target Activation Date, are estimates only and you agree that we will not be responsible for a failure to meet any activation date which is beyond our control.

## 3. Description of the Services

- 3.1 A description of all of our Services is available on the seethelight's website (the "Site") at [www.seethelight.co.uk](http://www.seethelight.co.uk).
- 3.2 Under this Agreement, seethelight agrees to provide you with the following services (the "Services"):
  - 3.2.1 "Combined Residential Telephone and Internet Service" means the provision of a Combined Residential Telephone and Internet Service comprising access to a line or lines capable of making and receiving calls recognised by the public switched telephone network (PSTN) and broadband "always on" Internet Service to you, including the features and functionality in relation to your chosen package as described on the Site;

- 3.2.2 "Internet Service" means the broadband internet service as described on the Site; and
  - 3.2.3 "Telephone Service" means the telephone service described on the Site.
  - 3.2.4 "Additional Service(s)" means any supplementary Services and features provided by seethelight to you in connection with the Combined Residential Telephone and Internet Service.
- 3.3 You agree that the Combined Residential Telephone and Internet Service is for your own personal and domestic use and that you will not, without seethelight's prior consent in writing, re-sell or re-supply the Service, free of charge, for money or equivalent value in monetary terms.
  - 3.4 If you are a customer with special needs (for example, an elderly or disabled customer) we can provide you with services and products geared towards your needs. We can provide you with information and materials in other formats such as Braille, audio or large print. Please refer to our Code of Practice, or contact us and tell us how we can help you.
  - 3.5 If you select the Installation Services in your Order, provided that you meet the requirements set out on the Site, we will provide the Installation Services to you in accordance with the provisions of Clause 6.10.

## 4. Charges and Payment

- 4.1 We publish details of all tariffs, fees and Charges (including details of Activation Fees, number change fees and applicable Disconnection Fees) on the Site. Our Charges may change from time to time in accordance with Clause 18, but we will notify you in advance with details of any changes.
- 4.2 Provision of the Combined Residential Telephone and Internet Service is conditional upon you paying all Charges applicable to the Combined Residential Telephone and Internet Service, in accordance with this Agreement, which will include:
  - 4.2.1 Connection Charges (payable up front);
  - 4.2.2 Access Rental Charge (payable monthly in advance);
  - 4.2.3 Call Charges (paid monthly in arrears);
  - 4.2.4 Disconnection Fees (payable with final Access Rental Charge);
  - 4.2.5 Re-activation Fees (payable up front); and
  - 4.2.6 Installation Fee (payable up front);
- 4.3 If we notify you before you enter into this Agreement that a deposit is required, payment of the deposit will have to have cleared before services can commence. We will return any deposit which you pay to us by way of a credit to your account on your request after a satisfactory six (6) month payment history. The deposit may be used by us to pay all or part of any outstanding debt that you owe us. Please note that an interest is payable on any deposits held by us.
- 4.4 We reserve the right to pass on any third party charges we incur directly as a result of recovering any sum you owe us and we reserve the right to employ debt collection agencies, to assign the right to collect your debt or to factor your debt to a third party for collection.
- 4.5 If you fail to make any payment by the due date, we shall be entitled, but not obliged, to charge you interest on the overdue amount, from the due date, up to the date of payment, after as well as before judgement, at the rate of 4% above the base rate from time to time of the Royal Bank of Scotland. Such interest will accrue on a daily basis, will be compounded quarterly and will be payable by you on demand.
- 4.6 If you use the Combined Residential Telephone and Internet Service in a manner that is inconsistent with your tariff, we reserve the right to apply the tariff that corresponds to the level and type of use you make of the Combined Residential Telephone and Internet Service.
- 4.7 We will invoice you on a monthly basis in accordance with the seethelight's consumer code of practice which is available on the Site or in paper form on request (the "Code of Practice").
- 4.8 Subject to the following provisions of this Clause 4, you will pay all invoices issued by us by the due date set out in the invoice.
- 4.9 You Will Pay:
  - 4.9.1 In advance, for all Installation Fees, Connection Charges, Access Rental Charges and Re-activation Fees; and

- 4.9.2 On demand, for all Disconnection Fees and all other sums which are payable on demand, as referred to in this Agreement; and
- 4.9.3 In arrears, for all Call Charges and all any other Charges which seethelight decides to bill in arrears.
- 4.10 You will be responsible for all the Charges for the provision of the Services, from the date on which we activate the Service (the “Services Start Date”), unless otherwise agreed in writing with us.
- 4.11 Unless you think that there has been a mistake, you must pay all sums due in full and you cannot offset, deduct or withhold any part of any sum you owe us. If you do think there has been a mistake, you must notify seethelight as set out in Clause 4.19
- 4.12 Direct debit is seethelight’s preferred method of payment, although we do accept other methods of payment.
- 4.13 The methods of payment accepted by seethelight are set out on our Site and in our Code of Practice.
- 4.14 We have included VAT at the current UK rate. You agree that we shall provide you with an electronic modified VAT invoice showing the total amount due and the amount of VAT payable. All electronic VAT invoices are available by accessing your on-line account.
- 4.15 If payment is by credit card, seethelight reserves the right, at any time, to stop accepting credit cards from one or more issuers.
- 4.16 If your credit or debit card details change, you must notify us immediately. Failure to do so may lead to suspension or termination of your Service.
- 4.17 If you pay via E-Billing, it is your responsibility as a customer to keep your email address up to date, so you can continue to receive and pay your E-Bills.
- 4.18 Your Order for the Combined Residential Telephone and Internet Service authorises seethelight to charge your debit or credit card, as set out in our Code of Practice. The authorisation will remain valid until twenty (20) Business Days after seethelight receives your written notice terminating seethelight’s authority.
- 4.19 Your seethelight account will have a credit limit applied. Should you wish to have the limit amended, this can be reviewed upon request by emailing [billing@seethelight.co.uk](mailto:billing@seethelight.co.uk).
- 4.20 You must notify seethelight in writing within five (5) Business Days after the date of your latest bill if you dispute any seethelight charges. Billing disputes must be notified to [billing@seethelight.co.uk](mailto:billing@seethelight.co.uk) or by contacting our Customer Care Line.

## 5. Important Service Information

### 5.1 Availability of the Service:

- 5.1.1 By signing up to the seethelight’s Combined Residential Telephone and Internet Service, you understand and agree that the Combined Residential Telephone and Internet Service may not offer all of the features you may expect from a traditional phone line and may sometimes be unavailable as a result of things over which we have no control, for example, power supply disruptions. In return for the payment by you to us of the Access Rental Charge, you will be provided with Network Terminating Equipment (“NTE”). You must, under Normal Conditions, maintain a mains (240 volt AC) power supply to the NTE in the Premises and any other Equipment we supply in order to use the Combined Residential Telephone and Internet Service.
- 5.1.2 Your attention is specifically drawn to the Service description on our Site and in our Consumer Code of Practice, which can be found on the Site, and which describes both our telephone and Internet Services and any limitations that may exist.

### 5.2 Access to Public Emergency Calls:

- 5.2.1 During Normal Conditions, 999/112 public emergency call services can be accessed from the seethelight Combined Residential Telephone and Internet Service. However, you understand and acknowledge that there may be some limitations, as set out in the following paragraphs:
- (a) During a Service Outage or a power failure, where a battery back up is no longer available, access to 999/112 public emergency call services may not be available;
- (b) For the phone line(s) in relation to which you contract with seethelight for the Combined Residential Telephone and Internet Service, your location will be registered as a part of subscribing to the Telephone Service. This is necessary for billing purposes and for emergency operators and authorities to identify your location and phone number if you dial 999/112; and

(c) If seethelight suspends the Combined Residential Telephone and Internet Service under this Agreement, you will still be able to dial 999/112.

5.2.2 Please note that the details of the battery back up in relation to the Telephone Service are set out in the Code of Practice.

### 5.3 Number Portability:

5.3.1 Number portability may not be available with the Combined Residential Telephone and Internet Service. If you move your Combined Residential Telephone and Internet Service to or from seethelight or to or from another provider you may not be able to keep your telephone number. seethelight will not process a number porting request, unless your account is completely current, including payment for all Charges and applicable Disconnection Fees.

## 6. Conditions of Service

The Combined Residential Telephone and Internet Service is provided on the following terms:

### 6.1 Your Information:

- 6.1.1 You acknowledge that the information you provide to us in your Order will be relied upon by us for the provision of the Combined Residential Telephone and Internet Service.
- 6.1.2 If there is any change in the information provided by you in the Order or if the information provided by you is incorrect, you agree to notify us immediately by contacting our Customer Care Line.
- 6.1.3 Notwithstanding any other provision of this Agreement, if any information provided by you is false or inaccurate, we will be entitled to cancel this Agreement by giving notice to you.
- 6.1.4 seethelight reserves the right to email service announcements to you in connection with the Combined Residential Telephone and Internet Service.
- 6.1.5 We take your privacy very seriously and comply with the Data Protection Act 1998. Please read our Privacy Policy for more details.

### 6.2 Your Telephone Number:

- 6.2.1 We will use reasonable endeavours to transfer your existing telephone number to your account, provided that you give us details of this at the time you place your Order. seethelight shall be entitled to pass on to you any third party charges we incur for number porting. You will be notified in advance of any charges associated with this activity prior to the order being processed.
- 6.2.2 In respect of the telephone number, you agree that:
  - (a) You do not own that telephone number and that you will not transfer it to anyone else or try to do so; and
  - (b) We may change your phone number where it is reasonably necessary to do so. We will give you as much notice as we can before any change.
- 6.2.3 We will assist you if you want to move your telephone number onto another provider network (number porting). However, please note that, under some circumstances, number portability may not be possible.

### 6.3 Monitoring Your Communications

- 6.3.1 If requested to do so by a government or law enforcement body, seethelight may monitor communications using the Combined Residential Telephone and Internet Service including, without limitation, any content or material transmitted over the Combined Residential Telephone and Internet Service.
- 6.3.2 We reserve the right to record any and all calls between you and any member of our staff to enable us to monitor the quality of our Service, to ensure compliance with our regulatory obligations and procedures, in order to prevent or detect crime or to ensure that you are using the Services in accordance with our Fair Use Policy (see below).

#### 6.4 If You Move Premises:

- 6.4.1 This Agreement covers the provision of the Combined Residential Telephone and Internet Service to the Premises.
- 6.4.2 Details of what to do when you change premises can be found on the Site.
- 6.4.3 If you intend to move from the Premises and want to transfer your account to your new premises, it is your responsibility to notify us at least twenty (20) Business Days in advance before your move, in order for us to try to arrange to move your Combined Residential Telephone and Internet Service to your new premises.
- 6.4.4 Provision of the Combined Residential Telephone and Internet Service at your new premises is subject to availability of Network coverage.
- 6.4.5 Following receipt of notice from you under this Clause 6.4.3, we will advise you if it is possible to transfer the Combined Residential Telephone and Internet Service to your new address:

- (a) If we can transfer the Combined Residential Telephone and Internet Service, we will arrange for the Combined Residential Telephone and Internet Service to be transferred to your new address; and
- (b) If we continue to provide the Services to you at your new address under this Agreement, you will be subject to a new Minimum Period, which shall start on the date we start providing Services at your new address.

- 6.4.6 If you move during the Minimum Period and we are unable to activate the Combined Residential Telephone and Internet Service, due to a lack of seethelight network coverage, for any reason at your new premises, your Combined Residential Telephone and Internet Service will be cancelled. However, subject to providing us with reasonable evidence of the change of address, you will not be charged a Disconnection Fee or have to pay the fees for the remainder of the Minimum Period, provided that you return the Equipment to us (in the same condition as when it was provided to you, except for fair wear and tear only) within ten (10) Business Days of the cancellation at your cost.
- 6.4.7 If you move to a new address where there is no active connection to the Network and we transfer your account to your new premises, you will be charged a Connection Fee and you agree to pay such charge in accordance with Clause 4.

#### 6.5 Security of the Services

- 6.5.1 seethelight cannot guarantee Internet security and strongly recommends that you make use of additional security products such as fire walls and anti-virus software due to the “always-on” nature of the Combined Residential Telephone and Internet Service.
- 6.5.2 We do not guarantee the security of the Services against unlawful or un-authorized access or use. You understand and agree that access to and use of the Service using the Combined Residential Telephone and Internet Service is at your own risk.

#### 6.6 Line Speed and Performance

- 6.6.1 You acknowledge that the actual speed and performance of the service you experience in connection with the Services will depend on a number of factors, some of which are outside of our control.
- 6.6.2 As such, we cannot guarantee that maximum transmission speeds can be obtained at any time for our Internet Service; nor can we guarantee that, where you are eligible to receive a speed upgrade, the upgrade can be successfully completed within the indicated time-lines.
- 6.6.3 However, we will use our reasonable endeavours to inform you of any issues and attempt to resolve them as soon as it is reasonably possible.

#### 6.7 Fair Use Policy

- 6.7.1 All calls made using the Telephone Service are subject to the Fair Use Policy (set out below) and we reserve the right to impose limits on your calls, apply additional charges or suspend or terminate your access to the Services if we reasonably believe you are in breach of our Fair Use Policy. Please note that we reserve the right under Clause 6.3 to record certain calls to ensure that you are using the Services in accordance with our Fair Use Policy.



## 6.8 The Equipment We Provide to You:

- 6.8.1 We agree to provide you with the Equipment as described on the Site.
- 6.8.2 In return for the payment by you to us of the Service/s, you are provided with the Equipment.
- 6.8.3 You must, under Normal Conditions (which means that there is a power supply to the Premises and there are no faults in the Network or the Equipment which affects the quality of the Combined Residential Telephone and Internet Service provided to you), maintain a mains (240 volt AC) power supply to the Equipment in the Premises.
- 6.8.4 The Residential Gateway which seethelight supplies to you will be your responsibility and ownership shall remain with you. You will be responsible for the costs of repair or replacement of the Residential Gateway in the event that it is damaged. Responsibility for the Residential Gateway shall pass to you on delivery to you and so you are responsible for all loss of, theft of, or damage to the Residential Gateway provided to you.

## 6.9 Your Obligations in Respect of the Equipment

- 6.9.1 You agree to notify us immediately by calling our Customer Care Line if the Equipment used to access the Combined Residential Telephone and Internet Service is stolen or if you become aware of any unauthorised use of the Combined Residential Telephone and Internet Service.
- 6.9.2 Failure to do so may result in you being liable for any losses arising as a result of such unauthorised use and suspension or termination of your Combined Residential Telephone and Internet Service.
- 6.9.3 You must not reconfigure or tamper with any Equipment supplied to you for the purpose of accessing the Combined Residential Telephone and Internet Service.
- 6.9.4 In the event that you do reconfigure or otherwise tamper with any Equipment, we reserve the right to suspend or terminate the Combined Residential Telephone and Internet Service.
- 6.9.5 The Equipment must be kept and used in strict accordance with instructions issued by the manufacturer or us and must not be used in conjunction with other equipment not approved by the manufacturer or us. You are only permitted to use the Equipment to connect to the Network.
- 6.9.6 Apart from the Equipment, you are responsible for providing all equipment necessary to enjoy the benefit of the Combined Residential Telephone and Internet Service, including a telephone and computer, which must have appropriate specifications.
- 6.9.7 If any Equipment supplied to you by us is faulty, you must report the fault promptly by contacting our Customer Care Line. If we agree with you that the Equipment is faulty, we will either (at our sole discretion):

- (a) Rectify the fault in the Equipment;
- (b) Replace the Equipment,
- (c) If the fault is with the Residential Gateway, seethelight advises that you contact the manufacturer via the warranty card and instructions provided.

In instances where the Residential Gateway is not faulty and a fault is diagnosed with other seethelight Equipment, we will action the appropriate remedy at no additional cost to you, provided that; you have complied with your obligations under Clause 6.9 and that the faulty Equipment is returned to us, at our cost, in accordance with our instructions, within twenty (20) Business Days of the date on which you reported the fault to our Customer Care Line. If you do not comply with the conditions set out in this Clause 6.9, or (in our reasonable opinion) the fault is caused by abuse or negligence in relation to the Equipment, while in your care, you will be charged for and shall pay to us on the demand the cost of the replacement Equipment.

### Installation Services

## 6.10

- 6.10.1 Following acceptance of your Order, if you select the Installation Services in your Order, we will contact you to agree an appointment time. The Installation Service begins one Business Day before the agreed appointment date when we allocate an engineer to your visit.

- 6.10.2 You must tell us at least 24 hours before your agreed appointment if you cannot make this time, otherwise we may charge you for a missed appointment. If we do not keep an appointment, you will not be charged for this appointment.
- 6.10.3 We will charge you the Installation Fee in relation to the Installation Services we provided to you and you shall pay the Installation Fee in accordance with Clause 4.
- 6.10.4 We will need appropriate access to your Premises in order to provide the Installation Services. You agree to allow us reasonable access to your Premises if we need to carry out work on the Premises to provide the Services to you. You also agree to get any permission or authorisation needed from someone else if we have to cross their land or put our equipment on their premises in order to provide the Services to you.

#### 6.11 Your Obligation in Respect of Interoperability

- 6.11.1 You will be responsible for interoperability between your equipment and the Equipment provided by us to deliver the seethelight Residential Internet Service.
- 6.11.2 We do not accept any responsibility for such interoperability or the performance or non-performance of your equipment.

#### 6.12 Maintenance of the Service:

- 6.12.1 If, at any time, there is a fault in relation to your Service and/or your Service is unavailable, you should contact our Customer Care Line. Please contact our Customer Care Line or visit the Site for further information on reporting a fault.
- 6.12.2 If we fail to repair your Service or fail to respond to the fault within two (2) Business Days of the date on which you reported the fault to our Customer Care Line, you may be entitled to compensation and such compensation due to you shall be deducted from the amount payable by you in relation to the relevant period.
- 6.12.3 However, you will not be entitled to such compensation if the fault occurred as a result of an event outside of our reasonable control, or as a result of your interference with and/or failure to maintain the Equipment.

## 7. The Internet Acceptable Use Policy (AUP)

- 7.1 Whilst there are no specific monthly usage allowances on the Combined Residential Telephone and Internet Service, the provision of the Internet Service to you is subject to our Internet Acceptable Use Policy and we reserve the right to impose download limits at any time, or suspend or terminate your access to the Combined Residential Telephone and Internet Service, if we reasonably believe that your use constitutes a breach of our Internet Acceptable Use Policy.
- 7.2 seethelight reserves the right to modify the Internet Acceptable Use Policy at any time. If we change the Internet Acceptable Use Policy, Clause 18 shall apply. Any changes will take effect when posted on our Site and on your account front page.
- 7.3 When accessing our Site or using the Internet Service component of the seethelight's Combined Residential Telephone and Internet Service, you must abide by our Internet Acceptable Usage Policy, which can be found on our Site ([www.seethelight.co.uk](http://www.seethelight.co.uk)). For information purposes only, a summary of our Internet Acceptable Usage Policy is set out in Clause 7.4. This summary should not be taken as the entire detail of our Internet Acceptable Usage Policy.
- 7.4 When using the Internet Service, component of our Combined Residential Telephone and Internet Service, or accessing our Site, you will not:
  - 7.4.1 Commit or encourage an unlawful act;



- 7.4.2 Send, receive, upload, download, use or re-use any information or material which is unlawful, offensive, abusive, indecent, sexist, racist, hateful, harassing, defamatory, obscene or menacing, or in breach of confidence, privacy or any other rights;
  - 7.4.3 Insert or knowingly or recklessly transmit or distribute a virus;
  - 7.4.4 Seek un-authorised entry into the Internet Services and/or the back office systems;
  - 7.4.5 Corrupt data;
  - 7.4.6 Circumvent, or attempt to seek to circumvent, any of the security safeguards of seethelight or any of its suppliers;
  - 7.4.7 Use the Internet Service to cause annoyance, inconvenience or needless anxiety to subscribers or others;
  - 7.4.8 Send or provide any unsolicited advertising or other promotional material, commonly referred to as “spam” by email, webmail or by any other electronic means;
  - 7.4.9 Send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities;
  - 7.4.10 Use the Internet Service in any way which, in seethelight’s reasonable opinion, is, or is likely to be, detrimental to the provision of the Internet Service to any other seethelight customer;
  - 7.4.11 Employ a misleading email address or name or falsify information in the header, footer, return path or any part of any communication, including without limitation any email transmitted through the Internet Service;
  - 7.4.12 Directly or indirectly act or omit to act in any way which may infringe, damage or endanger any intellectual property rights (or any goodwill attaching thereto) which may now or in the future subsist in any part of the world of us or any third party;
  - 7.4.13 Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or
  - 7.4.14 Permit any third party to do any of the above.
- 7.5 You will not hold seethelight or any of its third party contractors liable in relation to the accuracy, reliability, availability and performance of resources accessed through the Internet which, you acknowledge, are beyond their control and are not in any way warranted or supported by seethelight or its third party contractors.
- 7.6 We will investigate any suspected or alleged breaches of the AUP and in doing so we will endeavour to act reasonably and fairly at all times.
- 7.7 If you are found to have breached the AUP or the Agreement, we may issue a formal warning to you, suspend or terminate one or more of your seethelight accounts, making an additional charge for our reasonable costs incurred of investigating and dealing with the misuse, and/or block access to any relevant component(s) of our Service to you. seethelight shall be entitled to pass on to you any third party charges we incur for number porting.
- 7.8 If you are found to have breached the AUP or this Agreement, or if you have allowed any third party to use the Services we provide to you for engaging (or permitting others to engage) in an unlawful or unacceptable activity (as determined by seethelight), you may receive a formal warning from us specifying the unacceptable conduct.
- 7.9 If we suspend your access under Clause 7.7, then this suspension may be lifted, at the seethelight’s sole discretion, when the reason for suspension has been rectified and upon receipt of a formal written undertaking from you not to commit any future “abuse”. All cases are, however, considered individually upon their merits.
- 7.10 Without prejudice to any other rights and remedies available to us, we reserve the right to, where feasible, implement technical mechanisms to prevent any unlawful or unacceptable activity or anything which infringes the AUP.

## 8. Your Obligations in Respect of your use of the Services

- 8.1 You agree that you will use the Combined Residential Telephone and Internet Service in accordance with such instructions as we may notify to you from time to time and in accordance with all Applicable Laws.
- 8.2 You are responsible for all activity and usage of the Combined Residential Telephone and Internet Service and for any breaches of this Agreement that may result.
- 8.3 You must ensure that the Combined Residential Telephone and Internet Service is not used, whether by you or by anyone else, for any unlawful or fraudulent purposes.

- 8.4 You agree that you will not use the Combined Residential Telephone and Internet Service, nor allow others to use the Combined Residential Telephone and Internet Service:
- 8.4.1 In contravention of our Internet Acceptable Use Policy (as amended from time to time);
  - 8.4.2 In contravention of our Internet Fair Use Policy (as set out in Clause 7);
  - 8.4.3 In any way which is criminal, fraudulent or otherwise unlawful or is otherwise in contravention of any licence, IPR, privacy or other third party rights;
  - 8.4.4 To make or send a communication which is defamatory, abusive, obscene, offensive, menacing or a nuisance (including hoax calls) or to cause annoyance or inconvenience;
  - 8.4.5 To send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene, menacing or otherwise unlawful or inappropriate;
  - 8.4.6 In any way that in seethelight's reasonable opinion is likely to affect the quality of either the telephone, Internet or any other Service provided by seethelight;
  - 8.4.7 In any way which we believe is or is likely to be detrimental to us, to the provision of Services to you, to any of our customers or any other users of our Network; or
  - 8.4.8 In a manner which may damage our reputation or any Group Company, the Services provided by us or bring us or any Group Company, our services or our Network into disrepute.
- 8.5 The IPR in any content, software or other materials ("seethelight Materials") which we provide to you belongs to us or our suppliers. We grant you a licence to use the seethelight Materials in order to receive and enjoy the benefit of the Services, but you agree not to copy, modify or publish the seethelight Materials (although you may take one copy of any software to be kept and used as a back up) and you agree not to supply the seethelight Material to any other person.
- 8.6 If we provide you with user names and passwords allowing you to access the Combined Residential Telephone and Internet Service, you agree that you are solely responsible for ensuring these are kept confidential and secure at all times.
- 8.7 You must not attempt to change any seethelight user name(s) provided. If you think that any seethelight user name(s) or password(s) provided has become known to any un-authorized person or may be used in an un-authorized way, you must inform us immediately.

## 9. Your Use of the Site

- 9.1 You agree to only access and use the Site in accordance with this Agreement and in accordance with and subject at all times to all Applicable Laws.
- 9.2 We reserve the right, without notice, at any time, and at our sole discretion, to suspend or discontinue your access to or use of our Site in the event that such access or use would be unlawful under any Applicable Law.
- 9.3 You agree that you will be responsible for the content of and all information contained in your communications to our Site, including the lawfulness, truthfulness, decency and accuracy of such communications. You are also solely responsible for the use to which you put all information, data and results from our Site.
- 9.4 You acknowledge that you are responsible for using the correct log-in details when you use the Internet Service, component of the seethelight's Combined Residential Telephone and Internet Service.

## 10. Cancellation by You

- 10.1 If you wish to end this Agreement or provision of either the Residential Telephone Service or the Internet Service, you may only do so in accordance with this Clause 10, Clause 13 or Clause 18.4.
- 10.2 Cancellation refers to the cancellation of all or part of the Combined Residential Telephone and Internet Service, whether you are switching to an alternative Service or closing your seethelight account altogether.
- 10.3 Pre-Activation Date
- 10.3.1 You have a right to cancel this Agreement within fourteen (14) Business Days of the date on which it is entered into (the "Cooling Off Period") by calling our Customer Care Line or providing written notice to us in accordance with Clause 20. If this Agreement is cancelled by you during the Cooling Off Period, this Agreement will be treated as if it had not been made.

However, please be aware that you will lose your right to cancel under this clause and the Consumer Protection (Distance Selling) Regulations 2000 during the Cooling Off Period once we have commenced activation of the Service or you use the Service, whichever is earlier. The right of cancellation under this clause does not affect your statutory rights. For more details of your statutory rights, please contact your local Citizens Advice Bureau.

- 10.3.2 If you cancel this Agreement during the Cooling Off Period, you agree to return all Equipment supplied under the cancelled Agreement in accordance with Clause 14.1.3
- 10.3.3 If you cancel this Agreement during the Cooling Off Period before the date on which you receive the confirmation email from us under Clause 2.4, you will not be responsible for any Charges under this Agreement and any payments already made will be refunded. If you have already received a confirmation email from us under Clause 2.4, Clause 10.3 will apply.

#### 10.4 Post-Activation Date

- 10.4.1 If you wish to cancel your account with us under this Clause 10 ("Account Cancellation") you must notify our Customer Care Line or provide written notice in accordance with Clause 20.
- 10.4.2 When cancelling the Combined Residential Telephone and Internet Service you must:
  - (a) Be the account holder detailed in the Order;
  - (b) Ensure that the Notification includes your name, address, account number; and
  - (c) Be able to answer one or more preordained security questions.
- 10.4.3 You acknowledge that cancellation or termination of your Combined Residential Telephone and Internet Service by you under this Agreement shall only be valid if notified to Seethelight in this manner.
- 10.4.4 If you cancel the provision of either the Residential Telephone Service or the Internet Service, the part of the Combined Residential Telephone and Internet Service that has not been cancelled by you will be subject to and will continue to be provided in accordance with this Agreement.

#### 10.5 General

- 10.5.1 Except as set out in Clause 10.3, any and all cancellations of this Agreement by you shall be effective on the Effective Cancellation Date and you will be charged for the provision of the Combined Residential Telephone and Internet Service until the Effective Cancellation Date.
- 10.5.2 If you have provided Notification but change your mind and want to retain your Combined Residential Telephone and Internet Service, you can reverse the cancellation, without interruption to the Combined Residential Telephone and Internet Service and without incurring any additional Charges, up until ten (10) Business Days before the termination of the Services, by calling our Customer Care Line.

### 11. Suspension of the Services by Us

- 11.1 In addition to our other rights whether under this Agreement or otherwise, we may immediately suspend all or part of the Combined Residential Telephone and Internet Service if:
  - 11.1.1 We reasonably believe you are in breach of any term of this Agreement or any other agreement with us or you;
  - 11.1.2 We reasonably believe that you are in breach of the AUP;
  - 11.1.3 If you fail to make any payment when it becomes due under this Agreement;
  - 11.1.4 We have the right to terminate all or part of this Agreement;
  - 11.1.5 You abuse or threaten us, or a member of our staff; and/or
  - 11.1.6 We are obliged to comply with an order, instruction or request of government or other competent authority, where practical, we will notify you and give the opportunity to remedy the relevant act or omission before suspending the Combined Residential Telephone and Internet Service. However, you acknowledge and agree that seethelight may, in some circumstances, if one of the events set out above occurs, suspend all or any of the Services, without notice, in order to protect seethelight, its Network and its customers.

- 11.2 We may need to temporarily suspend the Combined Residential Telephone and Internet Service for repairs or planned maintenance and upgrades. Where this occurs, we will give you as much notice as it is reasonably possible in the circumstances. We cannot guarantee that the Combined Residential Telephone and Internet Service will never be faulty. However, we will respond to all reported faults as soon as it is reasonably possible.
- 11.3 Upon any suspension or termination by us under this Agreement, you are responsible for all Charges that would have been payable, but for suspension or termination, including without limitation un-billed Charges, any applicable Disconnection Fees and other charges all of which immediately become due and payable.
- 11.4 If we suspend provision of any Services to you under this Agreement, we may or may not agree (at our sole discretion) when the reason for suspension has been rectified to restore your Combined Residential Telephone and Internet Service. Before we agree to restore your Combined Residential Telephone and Internet Service, unless the reason for suspension is not connected to your acts or omissions, we will charge you a Re-activation Fee and you shall pay such Re-activation Fee to us on demand.

## 12. Termination of this Agreement by Us

- 12.1 We can end this Agreement immediately upon notifying you by email if:
  - 12.1.1 You breach this Agreement and (if the breach is capable of being remedied) fail to remedy the breach within ten (10) Business Days of being asked by us in writing to do so;
  - 12.1.2 You have a statutory demand or bankruptcy petition issued against you, or applies to the court for an interim order under the Insolvency Act 1986 (as amended from time to time), or makes a proposal for an individual voluntary arrangement under that legislation, or if you are declared bankrupt, or make a composition or arrangement with or for the benefit of any of your creditors;
  - 12.1.3 Anything similar to any of the events set out in Clause 12.1.2 occurs;
  - 12.1.4 Any legal or regulatory change is introduced which affects our ability to offer the Combined Residential Telephone and Internet Service;
  - 12.1.5 We cease to have (for any reason whatsoever) any permission, licence or authorisation necessary for the operation of the Network or the provision of the Combined Residential Telephone and Internet Service;
  - 12.1.6 In accordance with Section 5.4 of the Code of Practice, if we have reasonable grounds for suspecting that there is an unacceptable credit risk to us in connection with your account or if you are likely to breach Clause 8.4, we have asked you for an explanation and you have failed to provide a satisfactory explanation; or
  - 12.1.7 An event referred to in Clause 16.6 continues for more than three (3) months.
- 12.2 You acknowledge that our ability to provide the Combined Residential Telephone and Internet Service is dependent upon companies who provide services to us. Therefore, we may terminate this Agreement (without any liability to you), if any underlying arrangement with other operators or suppliers is terminated for whatever reason.

## 13. Termination of this Agreement by You

- 13.1 You may end the Agreement immediately by giving us notice in writing if:
  - 13.1.1 We commit a material breach of this Agreement and (if the breach is capable of being remedied) fail to remedy the breach within ten (10) Business Days of being asked by us in writing to do so; or
  - 13.1.2 Any encumbrancer takes possession of, or a receiver, administrative receiver or similar officer is appointed over, any of our property or assets, or if we make any voluntary arrangement with our creditors, or if we become subject to an administration order, or have an administrator appointed, or go into liquidation, or have a resolution for our winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other party), or if anything analogous to any of these events, under the law of any jurisdiction, occurs in relation to us or if we cease to carry on business.

## 14. Effect of Termination and Your Obligations

- 14.1 When your Agreement comes to an end for any reason:
- 14.1.1 Your connection to our Network will be disconnected;
  - 14.1.2 You will have to pay immediately all Charges outstanding at the time of disconnection and, where we hold your payment details, you agree that we shall be entitled to collect them from your account;
  - 14.1.3 Where seethelight has provided Equipment to you, you will be required to return it to us, in accordance with our instructions, at our cost, in the same condition as when it was provided to you (except for fair wear and tear only) within ten (10) Business Days of the date on which the Agreement comes to an end. If you do not return the Equipment to us within ten (10) Business Days of the date on which the Agreement comes to an end, we will be entitled to assume you have decided to keep it and we will charge you for the Equipment Cost;
  - 14.1.4 We will repay any deposit paid to you by us under the Code of Practice which has not been used by us to pay all or part of any outstanding debt that you owe us;
  - 14.1.5 Unless you have cancelled the Agreement under Clause 13, or the Agreement has been cancelled under Clause 10 or Clause 18.4, on termination or cancellation of the Agreement during the Minimum Period, you will pay to us the Disconnection Fee, in respect of each line provided by us as part of the Combined Residential Telephone and Internet Service. If a Combined Residential Telephone and Internet Service line or other feature is disconnected after one year following the Activation Date, the applicable Disconnection Fee is waived.
- 14.2 Those Clauses, the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue in full force and effect in accordance with their terms, notwithstanding termination or expiry of this Agreement.

## 15. Warranty

- 15.1 We warrant that we shall provide the Combined Residential Telephone and Internet Service with reasonable skill and care, within a reasonable time and substantially as described in this Agreement.
- 15.2 We do not warrant that the provision of the Combined Residential Telephone and Internet Service will be fault-free or uninterrupted, but we will use all reasonable skill and care to provide and maintain the Service.
- 15.3 Except as set out in this Agreement, we do not make any other promises or warranties about the Combined Residential Telephone and Internet Service. You acknowledge and agree that, in entering into this Agreement, you do not do so on the basis of, and do not rely on any representation, warranty or other provision except that expressly provided in this Agreement and all conditions, warranties or other terms implied by statute or common law, are excluded to the fullest extent permitted by Applicable Law.
- 15.4 The Combined Residential Telephone and Internet Service is made available “as is” for your own use only.
- 15.5 The Residential Gateway is your responsibility and ownership resides with you.
- 15.6 As a consumer, the terms of the Agreement will not affect any legal rights which you may have which can not be excluded by agreement. For more details of your legal rights, you should contact your local Citizens Advice Bureau ([www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)).

## 16. Our Liability and Indemnity

- 16.1 We will be liable under the Agreement if our negligence causes death or personal injury and we will be liable for any fraudulent acts committed by us.
- 16.2 Except as set out in Clause 16.1, you accept and agree that you will have no claim against us if you are unable to access the Combined Residential Telephone and Internet Service and the exclusions and limitations of liability in this Clause 16 shall apply to all claims arising from your use of the Combined Residential Telephone and Internet Service.
- 16.3 Except as set out above in this Clause 16, we will have no liability to you under this Agreement for:
- 16.3.1 If you are using the Premises in part for commercial purposes, any lost business or revenue;

- 16.3.2 Any missed opportunities;
- 16.3.3 Any loss of anticipated savings;
- 16.3.4 Any corruption or destruction of data;
- 16.3.5 Any loss or damage which is not a reasonably foreseeable result of any breach; and
- 16.3.6 Any loss or damage which is not a reasonably foreseeable and relates to any computer virus or system failure; whether due to our breach of the Agreement, negligence or otherwise even if we are expressly advised of the possibility of such damage or loss.

- 16.4 Except as set out in this Clause 16, our maximum total liability to you (if any) under this Agreement (whether due to our breach, negligence or otherwise) shall not exceed in aggregate a sum equal to one hundred and twenty five percent (125%) of the Charges payable by you to us under this Agreement in any 12 month period (or the first 12 months of the Agreement where liability arises during that period).
- 16.5 In the event of any failure in the Combined Residential Telephone and Internet Service or Equipment, we shall not be responsible for any charges incurred by you should you divert your telephone or Internet traffic to another communications provider.
- 16.6 There may be occasions when we are unable to provide the Services as a result of something outside of our reasonable control, such as a delay or failure by our supplier to supply a service to us and no alternative is available at a reasonable cost and legal or regulatory restrictions are imposed on us which prevent or restrict us from providing the Service to you. In such cases, we and you agree that the other will not be responsible for what has happened and will not be responsible for fulfilling their obligations under the Agreement for as long as the event continues.
- 16.7 As a consumer, the terms of the Agreement will not affect any legal rights which you may have which can not be excluded by agreement. For more details of your legal rights, you should contact your local Citizens Advice Bureau ([www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)).

## 17. Your Liability to Us

- 17.1 You will indemnify seethelight from and against any and all costs, expenses (including, but not limited to, reasonable legal fees), claims, liabilities, demands, actions and expenses arising from or related to any breach of this Agreement by you or any misuse by you or your representative of the Combined Residential Telephone and Internet Service or Equipment (whether or not supplied by us).

## 18. Potential Changes to this Agreement

- 18.1 We may change the terms and conditions of this Agreement and our charges and tariffs at any time by posting changes on the front screen of your web account, which you access via the Site. We will notify you of changes to these Terms and of any increase in Charges at least one month before they are due to take effect.
- 18.2 For changes which we need to make to meet legal and/or regulatory requirements, we may not be able to give you one month's advance notice. We will let you know about these changes as soon as we can.
- 18.3 You agree that, if you use the Combined Residential Telephone and Internet Service after any changes takes effect, you will be bound by those changes. You may contact our Customer Care Line or visit the Site for details of changes to Charges or to these Terms.
- 18.4 Provided you have not used the Combined Residential Telephone and Internet Service following any changes as described in Clause 18.1, you may end this Agreement without incurring any applicable Disconnection Fee if the changes are significantly to your detriment, provided that you will remain liable for all Charges due up until the date of termination. To exercise your right of termination, you will first need to give us notice by contacting our Customer Care Line.
- 18.5 Except as set out in Clause 18.1, no variation of this Agreement shall be valid, unless recorded in writing and signed by or on behalf of us and you.

## 19. Complaints and Dispute Resolution Procedure

- 19.1 Details of our disputes and complaints resolution process and how to contact the UK Internet Service Providers Association (UK ISPA) and Ombudsman Services can be found in our Complaints Code of Practice on the Site at [www.seethelight.co.uk](http://www.seethelight.co.uk) or upon request by contacting our Customer Care Line.



## 20. Notices

- 20.1 Unless otherwise stated in this Agreement, any notice required to be given under this Agreement shall be in writing and shall be delivered personally or sent by pre-paid first class post or recorded delivery or commercial courier to each party required to receive the notice as set out below:
- 20.1.1 seethelight: Company Secretary, seethelight, Driscoll 2, Ellen Street, Cardiff, CF10 4BP; and seethelight of any changes in your contact details as soon as reasonably practicable; or, in the event that another address has been notified by a party in accordance with and making specific reference to this Clause 20, then to that other address.
- 20.2 Any notice shall be deemed to have been duly received:
- 20.2.1 If delivered personally, when left at the address and for the contact referred to in this Clause; or
- 20.2.2 If sent by pre-paid first class post or recorded delivery at 9am on the second Business Day after posting;
- 20.2.3 If delivered by a commercial courier, on the date and at the time at which the courier's delivery receipt is signed.
- 20.3 The provisions of this Clause shall not apply to the service of any proceedings or other documents in a legal action.

## 21. General

- 21.1 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute between seethelight and you, a partnership, association, joint venture or contract of employment, or authorising you to act as agent for us. You shall not have authority to make representations for, act in the name of, or otherwise bind us in any way.
- 21.1.1 This Agreement is personal to you and you may not assign its rights or obligations under this Agreement without prior written consent from seethelight.
- 21.2 You agree that we may assign or otherwise transfer the Agreement or some or all of our rights and obligations under it at any time. This may mean that different companies are responsible for providing the Services under this Agreement. This will not affect how much you pay and the company or companies providing the Services will still be obliged to provide the Services in accordance with the terms of the Agreement. It may mean that a different company is legally responsible for the Services. Payment requests and invoices will clearly set out which company or companies are legally responsible for the Services.
- 21.3 If any provision of this Agreement is held by a Court or any Government agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall, to the extent possible, remain legal, valid and enforceable.
- 21.4 Failure by either of us to enforce our respective rights under this Agreement shall not prevent you or us (as the case may be) from taking further action.
- 21.5 This Agreement represents the entire understanding between you and us in relation to the Services and supersedes all other written or verbal representations, statements or agreements made by either you or seethelight relating to the Services.
- 21.6 You shall keep as confidential all information disclosed to you by, or on behalf of us, which could be reasonably considered to be confidential. This shall include, but not be limited to, all information disclosed by us to you which relates to our business which is not in the public domain. You shall not use any information so provided other than to perform your obligations under this Agreement. All information (and copies of it) shall be immediately returned to us on termination or cancellation of this Agreement.
- 21.7 Notwithstanding any other provision in this Agreement, nothing in this Agreement will create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person, other than you or seethelight.
- 21.8 These terms and conditions and the Agreement are governed and subject to the laws of England.

## 22. Definitions of the Words Used in this Agreement

In this Agreement, the following words and expressions shall have the meanings given to them below:

<b>“Access Rental Charge”</b>	means the Access Rental Charge which is set out on the Site, including the cost of renting your line and the basic provision of the Telephone Service component of the Combined Residential Telephone and Internet Service.
<b>“Additional Service(s)”</b>	means any supplementary Services and features provided by seethelight to you in connection with the Combined Residential Telephone and Internet Service.
<b>“Applicable Law”</b>	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance, standard or industry code, rule of court or directives or requirements of any government or regulatory body, delegated or subordinate legislation or notice of any government or regulatory body and the common law and the law of equity as applicable to the Parties from time to time.
<b>“Agreement”</b>	means this Agreement as described in Clause 1.
<b>“AUP”</b>	means seethelight’s Internet Acceptable Use Policy, a copy of which is available on our Site.
<b>“Business Day”</b>	means any day other than a Saturday or a Sunday or a public holiday in England and Wales.
<b>“Call Charges”</b>	means the call charges calculated as set out on the Site.
<b>“Charges”</b>	means any or all charges to you payable to seethelight in respect of Combined Residential Telephone and Internet Service, or any other charges for additional Services related to the Combined Residential Telephone and Internet Service as listed on the Site.
<b>“Code of Practice”</b>	means seethelight’s consumer code of practice which is available on the Site or in paper form on request.
<b>“Connection Charge”</b>	means the connection charge as set out on the Site.
<b>“Customer Care Line”</b>	means our Business Customer Care Team which can be contacted on 0800 331 7638. Our offices are open Monday-Friday - 8:00am-8:00pm and on Saturdays - 9am-1pm.
<b>“Disconnection Fee”</b>	means the disconnection fee as set out on the Site.
<b>“Effective Cancellation Date”</b>	means the date twenty (20) Business Days after the day on which seethelight receives the Notification under Clause 10.
<b>“Equipment”</b>	means any equipment (including, but not limited to, the NTE provided by infrastructure provider and the Residential Gateway provided by seethelight) that is necessary to facilitate and provide the Combined Business Telephone and Internet Service as detailed on the Site.
<b>“Equipment Cost”</b>	means the equipment cost as described on the Site.
<b>“Installation Fee”</b>	means the installation fee as set out on the Site.
<b>“Installation Service”</b>	means the seethelight installation service as described on the Site.

<b>“IPR”</b>	means patents, trade marks, service marks, trade names, copyright (including, but not limited to, rights in computer software and in web-sites), right in databases, rights in designs, know-how, and all and any other intellectual property in any part of the world.
<b>Internet Service”</b>	means the broadband internet service as described on the Site.
<b>“Minimum Period”</b>	means the minimum period set out in the Order.
<b>“Network”</b>	means the network utilised by seethelight to provide the Services to you.
<b>“Network Terminating Equipment (NTE)”</b>	means the equipment used to terminate the fibre which is provided to you in return for the payment of the Access Rental Charge and which enables you to access the Services.
<b>“Notification”</b>	means the notice provided under Clause 10.3.
<b>“Order”</b>	means the order submitted by you to us for the supply of the Combined Residential Telephone and Internet Service.
<b>“Premises”</b>	means the address which you provide to us in your Order and at which we agree to provide you with the Combined Residential Telephone and Internet Service.
<b>“Privacy Policy”</b>	means our Privacy Policy as amended from time to time, a copy of which is available on the Site.
<b>“Re-activation Fee”</b>	means the re-activation fee as set out on the Site.
<b>“Residential Gateway”</b>	also known as a router, is a device supplied by seethelight as an interface to the customer’s equipment (including, but not limited to, personal computers).
<b>“Combined Residential Telephone and Internet Service”</b>	means the provision of a Combined Residential Telephone and Internet Service comprising access to a line or lines capable of making and receiving calls recognised by the public switched telephone network (PSTN) and broadband “always on” Internet Service to you, including the features and functionality in relation to your chosen package as described on the Site.
<b>“Services”</b>	means the services provided to you by us under this Agreement.
<b>“Service Outage”</b>	means a failure or disruption in the Services.
<b>“Services Start Date”</b>	means the date on which we activate the Service.
<b>“Site”</b>	means <a href="http://www.seethelight.co.uk">www.seethelight.co.uk</a> .
<b>“Target Activation Date”</b>	means the date on which seethelight will endeavour to activate the Combined Residential Telephone and Internet Service, which will normally be approximately ten (10) Business Days after you have received confirmation from seethelight under Clause 2.4.
<b>“Telephone Service”</b>	means the telephone service described on the Site.
<b>“Terms”</b>	means these Combined Residential Telephone and Internet Service Terms and Conditions.