



voneus
connecting the country

Terms and Conditions for residential Broadband and associated services supplied by Voneus Limited

These Terms and Conditions (document version 2.1) applies to all transactions with the Voneus Limited in the provision of broadband whether placing your order directly through our or any approved third-party websites, by telephone or by post or any other method accepted by us.

Voneus Limited | Southgate Office Village | 284A Chase Road | London | N14 6HF

telephone 020 3026 4100 | www.voneus.com | theteam@voneus.com

Registered in England and Wales number 07849963 Registered at Suite 3B2 Northside House | Mount Pleasant | London | EN4 9EB



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1 - Definitions and Interpretation

1.1 - In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Broadband Service Agreement” - means the document that makes reference to these conditions that contains the details of your order including the product and service delivery address selections.

“Business Day” - means any day other than a Saturday, Sunday or bank holiday;

“Calendar Day” - means any day of the year;

“Contract” - means the contract for the provision of Services, as explained in Clause 3;

“Deposit” - means an advance payment made to Us under sub-Clause 5.5;

“Month” - means a calendar month;

“Price” - means the price payable for the Services;

“Services” - means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);

“Special Price” - means a special offer price payable for Services which We may offer from time to time;

“Order” - means your order for the Services as defined in the Broadband Service Agreement;

“Order Confirmation” - means Our acceptance and confirmation of your Order as described in Clause 3;

“We/Us/Our” - means Voneus Limited.

1.2 - Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message or other means.

2. - Information About Us

2.1 - Voneus Limited is a Company registered in England under number 07849963, whose registered address Southgate Office Village, 284A Chase Road, London, N14 6HF and whose main trading address is the same.

2.2 - Our VAT number is GB112804060.

2.3 - We are regulated by the Office for Communications (“OfCom”).

2.4 - We are a member of the Alternative Dispute Resolution scheme called “Ombudsman Service Limited”, Internet Services Providers’ Association and are registered with the Information Commissioner’s Office.

2.5 - we are registered with the Information Commissioner’s Office with the registration number ZA022496.

3. - The Contract

3.1 - These “Terms and Conditions” is a reference to this document, as amended or supplemented at the relevant time and the document “Data Protection Policy as implemented by Voneus Limited in respect of EU General Data Protection Regulation”.

3.2 - These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before signing the Broadband Service Agreement, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification or seek independent legal advice.

3.3 - Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

3.4 - A legally binding contract between Us and you will be created upon electronic submission of the Broadband Service Agreement by you that includes your signature.

3.5 - We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

4. - Orders

4.1 - All Orders for Services made by you will be subject to these Terms and Conditions.

4.2 - You may change your Order at any time before We begin providing the Services by contacting Us.

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4.3 - If your Order is changed We will inform you of any change to the Price in writing.

4.4 - You may cancel your Order before we are due to deploy to your property and there will be no future obligations on either party.

4.5 - We may cancel your Order at any time before We begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform you as soon as is reasonably possible.

5. - Price and Payment

5.1 - The Price of the Services will be that shown in the Broadband Service Agreement in place at the time of your Order.

5.2 - Our Prices may change at any time but these changes will not affect Orders that We have already accepted.

5.3 - All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay.

5.4 - We will send you the first invoice for the Services once we have installed the Equipment and the service is working as expected. This may include the first moth of the subscription charge and the installation fee (if applicable).

5.5 - If you do not make payment to Us by the due date as shown in/on the invoice We may charge you interest on the overdue sum at the rate of 2% per annum above the base lending rate of HSBC Bank Plc from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

5.6 - An activation fee is payable if you move into a property where our equipment is already installed on the building and the fee is 50% of that of our standard charge for installation according to the published Charges for installation.

6. - Providing the Services

6.1 - We will provide the Services with reasonable skill and care, consistent with best practices and standards in the broadband supplier market, and in accordance with any information provided by Us about the Services and about Us.

6.2 - We will begin providing the Services on the day that our engineer visits your premises to install a working service. If for any reason the services cannot be switched on that day then the service will be deemed not to have commenced.

6.3 - We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs.

6.4 - If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible.

6.5 - If the information or action required of you under sub-Clause 6.5 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, We may charge you a reasonable additional sum for that work.

6.6 - In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 6.5, We may suspend the Services (and will inform you of that suspension in writing).

6.7 - In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention, We will inform you in advance in writing before suspending the Services.

6.8 - If the Services are suspended under sub-Clause 6.7, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from Us by their due date(s).

6.9 - If you do not pay Us for the Services as required by Clause 5, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing. This does not affect Our right to charge you interest.

6.10 - By way of use of the Services, you acknowledge and affirm that our services are recognised as that of a “mere conduit” as we do not have any impact upon information carried by our services over the Internet.

6.11 - The exact speed you experience over any broadband connection will vary depending on how many users there are live on the network at that time, as well as the overall load of the public internet and



what service or system you used to measure the speed.

6.12 - Upload and/or download speeds on your Service and their published expectation is not guaranteed unless you have bought from us a product where this is specified as a condition. Otherwise any the service speed is a warranty.

6.13 - We will try as far as is reasonably possible to keep the service free from errors but we do not guarantee that it will be free from issues from time to time.

6.14 - We make the Broadband services available to you and any other authorised users and supply to you the equipment on the conditions that:

6.14.1 - They are not used for anything illegal;

6.14.2 - You or your users do not, nor permit any third party to, to maintain or repair or attempt to maintain or repair the software providing the services or the equipment, without our prior written consent.

6.15 - We will supply you with the equipment to allow you to receive and enjoy the services.

6.16 - We own the equipment that we install in or on your property.

6.17 - We are responsible for the configuration of the software running on this equipment to allow access to our broadband network and we would not give you access to this unless subject to a bona fide request or a lawful order that is served upon us. This is to maintain good security practice on our network and continuity of service.

6.18 - If you choose to reset the configuration on the in-home Router/Access Point equipment that we supply you then we are no longer responsible for the provision of the service via this device if it stops working or does not work as designed or desired until this is repaired by us.

6.19 - When you use your own Customer equipment in conjunction with the equipment, we do not guarantee that the equipment is compatible with or will work with the equipment and service that we supply.

6.20 - At the end of the agreement we may ask for the equipment to be returned to us. If we do, we shall supply you with appropriate packing materials and/or dispatch an engineer to decommission the equipment from the property to effectively reverse the installation.

6.21 - You are subject to a Network Quality and Fair Usage Policy during the lifetime of this Agreement.

7. - Problems with the Services and Your Legal Rights

7.1 - As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau.

7.1.1 - If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price.

7.1.2 - If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price.

7.1.3 - If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.

8. - Our Liability

8.1 - Our liability with you for any damages or losses whatsoever suffered by you as a result of delayed, cancelled or incomplete installation will not exceed the value of the Installation fee that you agreed in the Broadband Service Agreement.

8.2 - We provide Services, in this instance, for domestic and private use (or purposes). We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. By making your Order, you agree that you will not use the Services for such purposes and, as such, We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.



8.3 - If We are providing Services in your property and We cause any damage, We will make good that damage at no additional cost to you.

8.4 - We cannot seek to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation by law.

9. - Events Outside of Our Control (Force Majeure)

9.1 - We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, inter alia, power failure, upstream supplier failure, strikes, lock-outs or other industrial action by third-parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

9.2 - If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

9.2.1 - We will inform you as soon as is reasonably possible;

9.2.2 - Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

9.2.3 - We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

9.2.4 - If an event outside of Our control occurs and you wish to cancel the Contract, you may do within 14 Calendar Days of Our acceptance of your cancellation notice.

10. - Cancellation

10.1 - Once We have begun providing the Services, you are free to cancel the Services and the Contract at any time by giving Us 14 days written notice following the expiry of the minimum contract duration as accepted by You in the Broadband Service Agreement.

10.2 - If you wish to cancel the service during the minimum contract duration as accepted by You in the Broadband Service Agreement then you will be invoiced for the remaining term that would otherwise be due over the remaining period of time in the future.

10.3 - You can cancel if you are vacating the premises to which We provide Services by giving us 14 days written notice and the principle at Clause 10.2 will not apply.

10.3.1 - If you are moving into other premises in which We provide Services then we will simply continue to provide Services under the ambit of the original Broadband Service Agreement but at this new premises - and this Clause will not apply.

10.4 - If any of the following occur, you may cancel the Services and the Contract immediately by giving Us written notice:

10.4.1 - We have breached the Contract in a material way and have failed to remedy that breach within 14 days of you asking Us to do so in writing; or

10.4.2 - We enter into liquidation or have an administrator or receiver appointed over Our assets;

10.4.3 - We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 9);

10.4.4 - We change these Terms and Conditions to your material disadvantage.

10.5 - Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 7 days written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.

10.6 - If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice:

10.6.1 - You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums); or

10.6.2 - You have breached the Contract in any material way and have failed to remedy that breach within 14 days of Us asking you to do so in writing; or

10.6.3 - We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 9).

11. - Communication and Contact Details



11.1 - If you wish to contact Us, you may do so by telephone at 020 3026 4100 or by email at customerservices@voneus.com.

12. - Complaints and Feedback

12.1 - We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

12.2 - All complaints are handled in accordance with Our complaints handling policy and procedure, available from <https://www.voneus.com/how-to-make-a-complaint/>.

12.3 - If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us.

13. - How We Use Your Personal Information (Data Protection)

Please refer to the document 'Data Protection Policy as implemented by Voneus Limited in respect of EU General Data Protection Regulation' for our policies in this regard.

14. - Other Important Terms

14.1 - We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third-party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third-party who will remain bound by them.

14.2 - You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

14.3 - The Contract is between you and Us. It is not intended to benefit any other person or third-party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

14.4 - If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and

Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

14.5 - No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

15. - Governing Law and Jurisdiction

15.1 - These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.

15.2 - As a consumer, you will benefit from any mandatory provisions of the law such as the Consumer Rights Act 2015.

15.3 - As a consumer, you will benefit from any mandatory provisions of the law that we are subject to via the industry regulator, the Office of Communications.

Document ends.