

Velocity 1 Broadband terms and conditions

Please take some time to read these terms and conditions as they provide important information about the residential broadband services we shall be providing to you.

Please also read our Privacy Statement which is set out in Appendix 1 to these terms and conditions (or as may be updated from time to time on our website). It describes how we may use your personal information.

If you are an existing customer who has been using our residential broadband services via Quintain Living Limited (a **Quintain Living Limited Customer**), please note that some of these terms and conditions may not apply to you or may apply differently to you compared with our other customers. Where this is the case this is specifically highlighted in these terms and conditions.

1 The Basics

- (a) **Who we are:** We are Velocity1 Limited of 180 Great Portland Street, London, United Kingdom, W1W 5QZ. We are registered in England & Wales with company number 06240919.
- (b) **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 means the legally binding agreement between you and us for our **Broadband Services**. The **Agreement** is made up of the following:

- (i) these terms and conditions;
- (ii) our latest Privacy Statement (as set out in Appendix 1 to these terms and conditions or as may be updated from time to time on our website);
- (iii) our latest Acceptable Use Policy (as set out in Appendix 2 to these terms and conditions or as may be updated from time to time on our website);
- (iv) our Charges List (as set out in Appendix 3 to these terms and conditions or as may be updated from time to time on our website); and
- (v) our latest Customer Complaints Code (as set out in Appendix 4 to these terms and conditions or as may be updated from time to time on our website).

Broadband Services means our residential broadband services that we are providing you with under the **Agreement**, as shown in your **Order Confirmation**. These consist of the provision of **Internet Access** and **Support Services**.

Charges means the fees you pay for our **Broadband Services** as shown in your **Order Confirmation**, plus anything else you need to pay in line with the **Agreement**.

Cooling-off Period means the period from the date the **Agreement** is made until 14 days after:

- (i) the **Equipment** (if any) is delivered;

- (ii) the **Service Start Date**; or
- (iii) the day you receive your **Order Confirmation**;

whichever is latest.

Equipment means any telecommunications or other equipment we loan to you as an essential part of our **Broadband Services** (including upgrades and replacements). This may include your broadband router or access point, cabling and ducting, but excludes ethernet patch leads, AV leads, batteries or other similar accessories. Details of the **Equipment** will be shown in your **Order Confirmation**.

Home Working Arrangements means you using our **Broadband Services** at your home for business purposes while working away from your usual place of work.

Internet Access means our provision of a broadband connection to the Internet based on your chosen broadband speed, as shown in your **Order Confirmation**.

Minimum Term means any minimum period you have agreed to pay for our **Broadband Services**, as shown in your **Order Confirmation**.

Non-return Equipment Charge means the charge applied to your account if you fail to return the **Equipment** at the end of the **Agreement**. This charge does not apply to you if you are a **Quintain Living Limited Customer**.

Order Confirmation means the letter or email we send you after we accept your order for our **Broadband Services**. It confirms important things like the description of our services, the **Minimum Term** and the **Charges**.

Service Start Date means the date our **Broadband Services** start, as shown in your **Order Confirmation** (unless we tell you another date).

Support Services means the support services which we will provide to you for the duration of the **Agreement**. Details of these services are set out in clause 6 (c) and clause 6 (d).

Velocity1 ID means the customer account number we give you and a password that is unique to the broadband router we provide when you use our **Broadband Services**. If you are a **Quintain Living Limited Customer**, **Velocity1 ID** means the customer account number we give you. You will use your existing username and password when you use our **Broadband Services**.

Working Days means Monday to Friday, except bank holidays and public holidays.

2 When our Broadband Services start and how long they continue

- (a) Our **Broadband Services** will start on the date shown in your **Order Confirmation**.
- (b) Our **Broadband Services** will last for at least the **Minimum Term** and will carry on after then unless:

- (i) you end our **Broadband Services** in a way set out in clauses 9 (a), 9 (b), 9 (c), 9 (d), 9 (e) or 9 (f); or
 - (ii) we end our **Broadband Services** in line with clause 10.
- (c) If you want to end our Broadband Services before the **Minimum Term** has ended, or if we end our **Broadband Services** in line with clause 10, 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 our **Broadband Services** for the **Minimum Term**. If this is the case, and you end the **Agreement** early, we might need to charge you for that equipment. Please see clause 3 (c) and clause 11 for details.
- (d) If you end our **Broadband Services** and fail to return the **Equipment** within 14 days you will be charged. Return of Equipment is not required if you are a **Quintain Living Limited Customer**.
- (e) If you have ordered our **Broadband Services** and have agreed to pay our **Charges** on a rolling month-to-month basis and without a **Minimum Term** (this will be clearly stated in your **Order Confirmation**), we may ask you to pay for the **Equipment** (and if we do this will be shown in your **Order Confirmation**). This clause 2 (e) does not apply to you if you are a **Quintain Living Limited Customer**.

3 You can change your mind

- (a) You can change your mind and cancel our **Broadband Services** within the **Cooling-off Period**.
- (b) If we have already started providing our **Broadband Services**, you will have to pay us the full cost of the services you have received including:
- (i) the **Charges** for our **Broadband Services**;
 - (ii) anything you have used which is not covered by the **Charges**; and
 - (iii) any connection or activation fees.
- (c) If you cancel our **Broadband Services** within the **Cooling-off Period** and we have provided you with **Equipment** for our **Broadband Services**, the **Agreement** will not end until you have returned the **Equipment**. The following will also apply:
- (i) You must return the **Equipment** to us within 14 days of cancelling our Broadband Services. We will give you instructions for this which may include allowing you to return the **Equipment** to a Velocity1 office or to the concierge for your apartment block.
 - (ii) If you do not return the **Equipment** within 14 days, you will have to pay the full cost of the **Equipment**.

- (iii) Once we get the **Equipment** back (or see evidence that it has been returned), we reserve the right to charge you if we think the **Equipment** is worth less than its original value as a result of it being misused or damaged.

Please note that return of Equipment is not required if you are a **Quintain Living Limited Customer**.

4 How you can use our Broadband Services

- (a) Our **Broadband Services** are just for you and your household for personal use (meaning that our **Broadband Services** should not be used for any trade, business or profession other than where you need to use our **Broadband Services** for **Home Working Arrangements**). You are responsible for how our **Broadband Services** and the **Equipment** are used.
- (b) You agree that you will do the following in connection with our **Broadband Services**:
- (i) follow all reasonable instructions we give you and help us run our security checks;
 - (ii) get any permission we need to provide our **Broadband Services** in your home or to install anything for you;
 - (iii) tell us if you change your name, address, email address, mobile number, payment details or anything else we might need to know about;
 - (iv) do everything you can to keep your **Velocity1 ID** private and stop anyone else from using it. You should also keep your bill and account details safe from fraudsters;
 - (v) tell us straight away, and change your password, if you think or know that someone else knows your password;
 - (vi) use our **Broadband Services** lawfully. That means you must not use our **Broadband Services** in a way that breaks any law, regulation or rule in force in England and Wales, Scotland or Northern Ireland (as appropriate); and
 - (vii) 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' systems, networks or security.
- (c) If we reasonably believe you have misused our **Broadband Services**, or have let anyone else misuse our **Broadband Services**, you might have to pay us for any loss or damage we suffer as a result. There are more details about misuse of our **Broadband Services** in our Acceptable Use Policy as set out in Appendix 2 to these terms and conditions or as may be updated from time to time on our website.

- (d) Our **Broadband Services** require power to operate. Should you use our **Broadband Services** to make calls to the emergency services numbers 999/112, you acknowledge that you may not be able to make these calls if there is a power cut or if your access to the Internet fails. You must explain this to anyone who may use our **Broadband Services** in this way from your home. You understand and accept that you should always have another way to call 999/112 emergency services.

5 **Setting up our Broadband Services**

- (a) If you need any **Equipment** installed, or if your broadband needs activating, we will agree a date for this with you. You must let us into your home if necessary for the purpose of such installation or activation. If you order an installation service from us, we will install and connect your home router to our **Broadband Services**. We might ask you to install **Equipment** yourself. If we do, we will provide you with 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 broadband. If we do, we will tell you before you complete your order. If installation work has already started, we will not refund the installation charge. We will 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 home.
- (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 will try to contact you at least two **Working Days** beforehand.
- (g) The engineer will not be responsible for connecting any equipment that we have not provided (such as a games console).
- (h) You are responsible for providing suitable facilities and all necessary electrical and other installations and fittings (including power outlets or sockets) for the **Equipment** to operate.
- (i) You must make sure that, while the **Equipment** is not in use, the electricity supplied to it is not turned off and that it is in standby or rest mode (unless we advise you otherwise).

6 **What we will do for you**

- (a) We provide our **Broadband Services**, the equipment and installation work to the address you give us (provided that it is in Wembley Park). 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 our **Broadband Services** and the equipment we use to provide it, we cannot guarantee that our **Broadband Services** will be available all the time.
- (c) Our **Support Services** will consist of:
- (i) providing assistance to you by telephone or email during the hours of 8am to 8pm, Monday to Friday, and 10am to 4pm, Saturday, Sunday and bank holidays, to enable Internet Access via your computer and in obtaining a connection to the Internet by calling Velocity1 via the telephone number 020 3744 4905 (020 3744 4910 if you are a **Quintain Living Limited Customer**) or emailing support@velocity1.co.uk; and
 - (ii) at our absolute discretion to provide support to assist you in connecting your computer to our network. Please note, however, that we shall not provide support (technical or otherwise) for your computer or any other devices. For further information please see our Acceptable Use Policy as set out in Appendix 2 to these terms and conditions or as may be updated from time to time on our website.

Please note that the telephone numbers in clause 6 (c) (i) are local rate numbers and that you may be charged by your phone company for the cost of any call depending on (a) whether you are calling from a landline or a mobile and (b) the terms of the call package which you have with your phone company.

- (d) Sometimes faults in our network affect our **Broadband Services**. We will fix any faults as soon as we can. If there is a fault, please read clause 12 which explains what you can do. If you report a fault, and we are unable to diagnose the problem remotely, we might send out an engineer to your home. This will be free of charge if the problem is with our network. However, you may be charged an engineer call-out charge if our engineer is required to visit your home and he or she discovers that your reported fault has arisen as a result of any of the following:
- (i) loss of power due to the Equipment being unplugged or powered off;
 - (ii) an issue with your own devices including, but not limited to, a faulty router, laptop or phone;
 - (iii) a faulty wall socket or patch panel in your home;
 - (iv) a poor wi-fi signal due to you or another person in your home moving the location of any **Equipment**;
 - (v) disruption or damage to **Equipment** or telecommunication cables inside or immediately outside the **Equipment** enclosure;
 - (vi) if you have wrongly connected to other services not provided by us;
 - (vii) if you or another person in your home have reset, or attempted to reset, any of the **Equipment**;

- (viii) any physical damage to the **Equipment** caused by you or another person in your home;
or
- (ix) an incorrect password entry.

For details of our engineer call-out charge, please see the list of **Charges** set out in Appendix 3 to these terms and conditions (as may be updated from time to time on our website).

- (e) Occasionally we might have to interrupt, change or temporarily suspend some or all of our **Broadband Services**. That could be to maintain, upgrade or repair the network. If we do, we will try to get our **Broadband Services** up and running again as quickly as possible.
- (f) If we know or believe that any of the devices in your home 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 anti-virus 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.

7 Visiting your home

- (a) You authorise us to enter your home and install and keep installed our **Equipment** in your home. You agree that our employees, agents or contractors may enter your home to carry out any work that is necessary for us to connect, maintain, alter, replace or remove any **Equipment** necessary for us to supply our **Broadband Services** and inspect any equipment (such as your TV or computer) including our **Equipment** located in your home.
- (b) In order that we may carry out such work as may be required under clause 7 (a) we shall ensure that our agents, employees or sub-contractors in performing their obligations in relation to such maintenance, repair and support, shall:
 - (i) provide a minimum of 24 hours' notice prior to seeking entry to your home;
 - (ii) cause as little disturbance as reasonably possible when carrying out any such maintenance, repair and support in your home; and
 - (iii) repair, to your reasonable satisfaction, any damage that our agents, employees or sub-contractors may cause to your home when carrying out any such maintenance, repair and support.
- (c) You agree not to do anything, or allow anything to be done, in your home that may cause damage to or interfere with the **Equipment** or prevent use or easy access to it.
- (d) We are not required to remove permanent installations if you terminate the **Agreement** or move from your home.

- (e) If we have agreed with you a date and time for one of our engineers to visit your home but you are not at home at that date/time or if another person is not present at your home at that date/time and able to give our engineer entry to your home, you may be required to pay an engineer call-out charge. For details of our engineer call-out charge, please see the list of **Charges** set out in Appendix 3 to these terms and conditions (as may be updated from time to time on our website).

8 Paying us

- (a) You must pay the **Charges** for our **Broadband Services**, whether you use them or someone else does.
- (b) We will normally bill you regularly and in arrears for the monthly period. If we need to charge you for anything extra, we may add those **Charges** to a later bill.
- (c) You will receive bills for our **Broadband Services** which will be sent to the email address registered against your account. Please note that we do not issue paper bills.
- (d) You must set up a direct debit to pay for your bills. We will give you instructions on how to do this.
- (e) If you genuinely think we have made a mistake on your bill, please tell us straight away. We will not suspend or end our **Broadband Services** while we look into the matter. You must pay the amount you agree that you owe.
- (f) If you do not pay your bill (for example, because your direct debit fails), we will telephone you or send you a reminder. If you still have not paid 10 days after the date of our reminder, 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 fails because you do not have enough money in your account. These extra **Charges** are shown in our Charges List as set out in Appendix 3 to these terms and conditions or as may be updated from time to time on our website.
- (g) If you do not pay a bill, we will not normally suspend or end our **Broadband Services** until 28 days after the date your payment was due. However, if this is not the first time that you have not paid a bill on time, we may suspend or end our **Broadband Services** earlier.
- (h) If you do not 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 will have to pay an extra charge to compensate us. The charge will not be more than the amount we have to pay to the debt-collection agency, who will add the charge to your debt. VAT will not 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.

9 When you can end our Broadband Services and this Agreement

- (a) If you change your mind about our **Broadband Services**, you can cancel the **Agreement** during the **Cooling-off Period**, as explained in clause 3. You do not need to give a reason and you will not have to pay a fee for leaving early (unless you fail to return the **Equipment**).
- (b) Other than in respect of any increase to the **Charges** as a result of our annual Consumer Price Index (CPI) price increase as described in clause 18(b) you can cancel the **Agreement** at any time, by giving us 30 days' notice, if we have changed the **Charges** or these terms and conditions in a way that significantly disadvantages you. In this case you will not have to pay a fee for leaving early.
- (c) You can cancel the **Agreement** at any time by giving us:
 - (i) 30 days' notice, if you are switching to another broadband provider through an approved switching process; or
 - (ii) 30 days' notice, if you are cancelling the **Agreement** for any other reason.

If you are within the **Minimum Term**, you may have to pay a fee for cancelling early.

- (d) You can cancel at any time if we break a significant term of the **Agreement**. In this case you will not have to pay a fee for leaving early.
- (e) If you have regular or repeated, continuous or irregular faults with our **Broadband Services**, or we agree that the standard of service you get is consistently below what you might reasonably expect, we may, after an individual assessment, let you end the **Agreement** without paying a charge for leaving early. Please contact us at support@velocity1.co.uk if you would like to talk about this.
- (f) If you are regularly getting download speeds that are lower than expected in your **Order Confirmation**, and our **Broadband Services** were activated more than 10 days ago, tell us and we will try to improve the speeds. If you have followed our instructions to fix the problem, but your download speeds still regularly fall short of our average broadband speeds (as published from time to time on our website), you can end the **Agreement** without paying a fee for cancelling early. This will not apply if you are renewing a contract for our **Broadband Services** when you already know that speeds are lower than expected, or if you do not follow our instructions for fixing the problem.
- (g) If you fail to return the **Equipment** within 60 days as outlined in clause 2 (d) we will charge you. This charge will be reflective of the condition of the **Equipment** and it having been kept in good condition and used in accordance with the **Agreement**. The **Non-return Equipment Charge** may be added to your bill or charged to a credit/debit card for which you have provided us details. Payment of the **Non-return Equipment Charge** does not transfer ownership to you, and the **Equipment** will belong to Velocity1 Limited at all times. This clause 9(g) does not apply to you if you are a **Quintain Living Limited Customer**.

10 When we may restrict, suspend or end our Broadband Services

- (a) We may stop providing our **Broadband Services** at any time by giving you at least 30 days' written notice.
- (b) If you break the **Agreement**, we will normally let you try to put things right within a reasonable time. But we may limit, suspend (in part or fully) or end our **Broadband Services** immediately if any of the following apply:
 - (i) we have to end the **Agreement** by law or in line with any regulation;
 - (ii) we cannot provide our **Broadband Services** anymore;
 - (iii) you break the **Agreement** and do not put things right in a reasonable time;
 - (iv) you seriously misuse our **Broadband Services** or break the **Agreement** in a way that cannot be put right;
 - (v) you or anyone else using our **Broadband Services** act towards our personnel, agents or engineers in a way which is unsuitable or serious enough to justify suspending or ending our **Broadband Services**;
 - (vi) you do not pay for our **Broadband Services** or you pay in a way other than how we have agreed with you;
 - (vii) you cancel your direct debit and we have not agreed another way you can pay;
 - (viii) you fail to pay us for the **Equipment** within 30 days of us requesting payment (this will only apply where you are required to pay for the **Equipment** as referred to in clause 2 (e));
 - (ix) we suspect fraud or any other unauthorised activity;
 - (x) it is reasonable for us to do so to protect our network and maintain a high-quality service;
 - (xi) your usage is significantly different to what we would expect from the average customer; or
 - (xii) you use our **Broadband Services** for any trade, business or profession (other than where you need to use our **Broadband Services** for **Home Working Arrangements**).
- (c) If we suspect there has been, or is likely to be, a security incident, we may suspend your **Velocity1 ID** username to protect your account. We will ask you to change your password before letting you log back in.
- (d) If we suspend or end our **Broadband Services**, we will tell you what you need to do to restore it.
- (e) If you are within the **Minimum Term** when we tell you we will end our **Broadband Services** for any reason listed in clause 10 (b), you will have to pay a fee for leaving early in line with clause 11.

- (f) If we suspend or end our **Broadband Services** for any reason listed in clauses 10 (b) (iii) to 10 (b) (xii):
- (i) we may charge a fee for starting our **Broadband Services** again; and
 - (ii) you may have to pay the **Charges** for our **Broadband Services** while they are suspended, up until they end.
- (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 our **Broadband Services**, we will refund any amount you have paid upfront. But before doing so we will take off anything you owe us in connection with our **Broadband Services**.
- (i) Please note that we may suspend or terminate your access to our **Broadband Services** without liability to you if we have reasonable grounds to suspect that you are in breach of our Acceptable Use Policy as set out in Appendix 2 to these terms and conditions or as may be updated from time to time on our website.
- (j) We may, without notice to you, suspend or limit the provision of our **Broadband Services** in the event that:
- (i) we are required to (or someone on our behalf needs to) carry out any maintenance, repairs or improvements to any part of our **Broadband Services** or our network;
 - (ii) we are required to do so by law or to comply with a contractual obligation;
 - (iii) we are obliged to comply with an order, instruction or request of government, an emergency service organisation, regulatory body, or other competent administrative authority which affects our ability to provide our **Broadband Services**;
 - (iv) we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining our **Broadband Services** and/or the **Equipment** or at any time during provision of our **Broadband Services**; or
 - (v) we, acting reasonably, consider that you or another person in your home have committed, or may be committing any fraudulent activity against us or against any other person or organisation by using our **Broadband Services** or the **Equipment** (or both).
- (k) We will restore our **Broadband Services** as soon as reasonably possible once the event giving rise to the suspension in accordance with clause 10 (j) is no longer applicable.
- (l) We may end the **Agreement** immediately if our ability to provide our **Broadband Services** is suspended or terminated for any reason, including in accordance with the Communications Act 2003.

11 Charges for ending the Agreement early

- (a) You will have to pay us a fee for ending the **Agreement** early if:

- (i) you end our **Broadband Services** during the **Minimum Term**, except in the circumstances listed in clause 11 (c); or
 - (ii) we end our **Broadband Services** during the **Minimum Term**, in line with clauses 10 (b) (iii) to 10 (b) (xii).
- (b) **Equipment:** If you end our **Broadband Services** during the **Minimum Term**, we may charge you the full price of the **Equipment** (except in the circumstances listed in clause 11 (c)). For example, this may happen if we have given you a home router and you do not return it. This clause 11 (b) does not apply to you if you are a **Quintain Living Limited Customer**.
- (c) You will not have to pay the fees and charges referred to in clauses 11 (a) and 11 (b) if:
- (i) you end our **Broadband Services** within the **Cooling-off Period** as shown in clause 9 (a);
 - (ii) you end our **Broadband Services** under clause 16 (b) as a result of changes that significantly disadvantage you;
 - (iii) you end our **Broadband Services** under clause 9 (d) as a result of us breaking a significant term of the **Agreement**;
 - (iv) you end our **Broadband Services** under clause 9 (e) as a result of faults with the service;
 - (v) you end our **Broadband Services** under clause 9 (f) as a result of consistently low broadband speeds; or
 - (vi) you move home and we cannot provide our **Broadband Services** at your new UK address.
- (d) The compensation you will have to pay in respect of clause 11 (a) is calculated as being equivalent to the total amount of **Charges** you would have paid if you stayed with us for the whole **Minimum Term** minus any costs we save from you leaving early.
- (e) The fees you will pay in respect of clause 11 (b) is the **Non-return Equipment Charge** for the **Equipment** you have received. This clause 11 (e) does not apply to you if you are a **Quintain Living Limited Customer**.

12 What you can do if we do not meet our promises

If you have had a problem with our **Broadband Services**, you may have a few legal options. For more information, visit the website adviceguide.org.uk. Also, when we have caused the problem, you can ask us and we may do the following:

- (a) apply a credit to your account when we are late delivering our **Broadband Services**.
- (b) apply a credit to your account when we are late repairing your service. If you ask us, we will work out a refund using our daily charges and the number of days the service was affected by the problem (up to maximum of 2 days).

- (c) pay any reasonably incurred losses that we could have reasonably foreseen as a result of us breaking the **Agreement** (except for amounts listed in clause 12 (a), 12 (b) and 13). If you claim this, we will ask you to show us proof of your loss. VAT will not be added to any amount we agree you are due.
- (d) apply a credit to your account for £25 if we do not keep an engineer's appointment with you (this means where we have missed an appointment or changed an appointment with less than 24 hours' notice to you).

13 What we are not responsible for and limits on our liability

- (a) If our negligence causes death or personal injury, we accept responsibility and there is no limit to our liability. We also accept responsibility for our fraud, fraudulent statements or any other liability that the law does not allow us to exclude or limit.
- (b) We accept responsibility for loss of or damage to your physical property arising from our negligence or the negligence of our employees, agents or sub-contractors. We will pay up to £100,000 in total for any one event or series of connected events arising in any 12-month period.
- (c) Apart from responsibility we accept under clauses 13 (a) and 13 (b), we will not pay you more than a total of £1,000 in compensation in any 12-month period.
- (d) Apart from responsibility we accept under clause 13 (a) and 13 (b), we are not responsible to you for the following:
 - (j) any delay or failure caused by something beyond our reasonable control. This could be things such as a natural event including a flood, a storm, lightning, a drought, an earthquake, or seismic activity; an epidemic or a pandemic; a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations; any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent; collapsing buildings, a fire, explosion or accident; or any labour or trade dispute, a strike, industrial action or lockouts.
 - (ii) you breaking the **Agreement**;
 - (iii) any loss you suffer caused by you using our **Broadband Services** in a way that breaks the **Agreement**;
 - (iv) any commercial or business loss including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses, even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring such loss;
 - (v) any loss or damage caused by malware or viruses on any of your computer or other devices;
 - (vi) any loss of, corruption of or release of data or information;

- (vii) loss of or damage to your physical property;
 - (viii) any failure of safety, security or other alarm systems due to incompatibility with our **Broadband Services**, or any other reason which is not due to our fault or neglect;
 - (ix) you using any equipment or hardware in relation to our **Broadband Services** which we have not supplied or approved; or
 - (x) losses which we could not reasonably have expected or which we could not have considered when entering into the **Agreement**.
- (e) In the case of **Internet Access**, you will be liable for any charges from other organisations while using these services.
- (f) If you deal with any other organisations using our **Broadband Services** (for example, by buying or renting goods or services from them or ordering goods from other organisations using our **Internet Access**), we will not be involved in the transactions and will not be liable in any way for any loss, cost or damage you have to pay for as a result of entering into such separate transactions.
- (g) We accept no responsibility for the contents of any material from other organisations, which may be accessed through our **Broadband Services**. We reserve the right to block access to any such information (including newsgroups).
- (h) Due to the nature of the Internet, we cannot guarantee specific levels of performance for the **Internet Access** or for the Internet in general.
- (i) We will not be liable to you for the accuracy, completeness, fitness for purpose or legality of any information accessed, received or transmitted using our **Broadband Services**, or for transmitting or receiving, or failure to transmit or receive, any material through our **Broadband Services**.

14 Returning faulty Equipment

- (a) If you think any of the **Equipment** is faulty, please tell us by contacting us as explained in clause 24 (a).
- (b) You must return any **Equipment** that you tell us is faulty, or which we tell you is faulty or needs to be fixed or replaced (for example, if the **Equipment** is out of date or needs an upgrade). We will give you instructions for this which may include allowing you to return the **Equipment** to a Velocity1 office or to the concierge for your apartment block. This clause 14 (b) does not apply to you if you are a **Quintain Living Limited Customer**.
- (c) We may test any **Equipment** you tell us is faulty. If we find it is not faulty, we may return it to you or replace it.
- (d) If you have not returned any **Equipment** within 30 days of us giving you a replacement, we may:

- (i) interrupt or restrict access to our **Broadband Services** until the **Equipment** is returned; or
- (ii) recover our costs for that **Equipment**.

Any replacement **Equipment** we send will be new or 'as new' (which is second-hand equipment that has been refurbished). This clause 14 (d) does not apply to you if you are a **Quintain Living Limited Customer**.

15 Changes we may make

We may change our **Broadband Services, Equipment** or the terms and conditions of the **Agreement** to do the following:

- (i) to make the **Agreement** clearer or easier for you to understand or change it in another way that does not significantly disadvantage you;
- (ii) to change, improve, update or add to our **Broadband Services** or **Equipment**;
- (iii) to change the way we structure the prices for our **Broadband Services** or other charges;
- (iv) to add to or change the way we provide our **Broadband Services** or **Equipment**;
- (v) to reflect changes to or developments in technology;
- (vi) to withdraw or replace any **Equipment**;
- (vii) to update, upgrade, improve or alter our **Broadband Services** or **Equipment**;
- (viii) to reflect a change in our ability to provide our **Broadband Services** or **Equipment** in a particular area;
- (ix) to re-organise the way we manage or run our business;
- (x) to reflect any change to a law, code of practice, regulation, guidance or responsibility that applies to us;
- (xi) to take account of security, technical or operational reasons in connection with our network; or
- (xii) to take account of other events, where we reasonably determine that such change is necessary to positively maintain or improve our **Broadband Services**.

16 How we make changes

- (a) We may change our **Broadband Services, Equipment, Charges** or the terms and conditions of the **Agreement** at any time for the reasons listed in clauses 15, 17 and 18.
- (b) Subject to clause 16(d), if we have changed the **Charges**, our **Broadband Services** or these terms and conditions in a way that significantly disadvantages you, we will do the following:

- (i) tell you at least 30 days before the change, unless we cannot reasonably do that (for example, if the change is for legal or regulatory reasons, in which case we will give you as much notice as possible); or
 - (ii) give you the opportunity to give us 30 days' notice to end our **Broadband Services** without having to pay any extra **Charges** or a fee for leaving early. But you will have to tell us that you want to do this within 30 days of the date of the notice that we send you.
- (c) We will either write to you about any other changes or advertise the change another way, such as on our website.
- (d) Any change to the **Charges** as a result of our annual price increase (as described in clause 18(b)) will not give you a right to end our **Broadband Services** without having to pay any increased **Charges** or a fee for ending our **Broadband Services** early.

17 Changes to the Charges

We may change the **Charges** if:

- (a) we change our **Broadband Services, Equipment** or the terms and conditions of the **Agreement** as listed in clauses 15 (i) to 15 (x);
- (b) the cost of providing our **Broadband Services** increases;
- (c) the cost of running our business increases;
- (d) we reorganise the way we run our business; or
- (e) there is a change in a law, code of practice, regulation, guidance or responsibility that applies to Velocity1 Limited (for example, if there is a VAT increase).

18 Other changes to the Charges

- (a) We might need to make changes to the **Charges** for reasons other than those listed in clause 17. If we do, we will give you notice and you might be able to stop our **Broadband Services** in line with clause 16 (b).
- (b) An annual price increase will be applied to your **Charges**. This annual price increase will be calculated by multiplying the **Charges** by the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year, and will take effect [on your March bill date if you are billed monthly or on 31st March of that year if you are billed quarterly and were not due to receive your usual quarterly bill in March]. If the CPI figure is negative, there will be no change to the **Charges** in the relevant year.

19 Equipment and software

- (a) We will tell you when you should receive the **Equipment**. If there are any **Charges** for **Equipment**, we will tell you when you order. This clause 19 (a) does not apply to you if you are a **Quintain Living Limited Customer**.

- (b) The **Equipment** belongs to us at all times. You must look after it and not dispose, damage, destroy or otherwise interfere with it unless we ask you to (for example, if we are helping you to fix a problem).
- (c) If the **Equipment** is damaged other than through fair wear and tear, you will have to pay to repair or replace it. We recommend you insure it against loss, theft or damage for the full replacement value. This clause 19 (c) does not apply to you if you are a **Quintain Living Limited Customer**.
- (d) Payment of the **Non-return Equipment Charge** does not transfer ownership, you must still return the **Equipment**. If the **Equipment** is returned within two years of the **Non-return Equipment Charge** being levied, we will credit your account with an amount corresponding to the condition of the **Equipment** allowing for reasonable wear and tear. This clause 19 (d) does not apply to you if you are a **Quintain Living Limited Customer**.
- (e) We own, or own the licence to, the software in any **Equipment** we have (or someone acting on our behalf has) given you. Sometimes you will have to agree to the terms of an 'end-user licence' to use it. You will not have to pay any **Charges** for this software unless you have agreed to do so.
- (f) You must let us update, upgrade or replace software relating to our **Broadband Services** or the **Equipment**. Software changes might happen automatically.
- (g) 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 is compatible with our **Broadband Services**.
- (h) 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 Notices

Any notices we give to each other must be in writing and be delivered by email, hand or by pre-paid first class post or next **Working Day** delivery service, to you at your home or to us at the address set out in our communications to you. Any notice period will start from the day on which the notice is delivered, evidenced by a delivery receipt, if it is sent by hand, from two **Working Days** after the date it was posted by pre-paid first class post, or from the date of successful transmission, if it was sent by email.

21 Sorting out complaints

- (a) From time to time you may need to contact us to sort out a problem if something has gone wrong. Our customer complaints code of practice tells you how to do that and how we will deal with any complaint or dispute. You can read our customer complaints code of practice in Appendix 4 to these terms and conditions (or as may be updated from time to time on our website), or you can ask us to send you a copy by sending an email to sales@velocity1.co.uk.

- (b) We are fully committed to addressing all complaints, fully and fairly, and in a reasonable timeframe. We will aim to resolve your complaint within 14 days. More details are given in our customer complaints code of practice.
- (c) If we cannot agree a solution with you within eight weeks of receiving your complaint, or before the eight weeks has expired we agree in writing that the dispute should be settled by an independent adjudicator, you can refer it for 'alternative dispute resolution' by contacting Ombudsman Services: Communications. You can find out more at ombudsman-services.org/communications, by telephoning 0330 440 1614, by sending an email to enquiry@ombudsman-services.org or by writing to Ombudsman Services: Communications, P.O. Box 730, Warrington, WA4 6WU. The Ombudsman's service is free.

22 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 does not have a negative effect on your rights.

23 Other things we need to tell you

- (a) We and our suppliers still own any intellectual property rights associated with our **Broadband Services** and the **Equipment**, so you will not own any rights in them.
- (b) Only you and we can take action under the **Agreement**. Nobody else can enforce it or benefit from it.
- (c) If any part of the **Agreement** cannot be enforced, all other parts of the **Agreement** will still apply.
- (d) We may record telephone calls (including marketing calls) to help us with training and to prevent identity fraud. We also record all 999 and 112 emergency calls.
- (e) 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.

24 How to contact us

- (a) If you experience an issue with our **Broadband Services** which you think may require technical support, you can email us at support@velocity1.co.uk or telephone us on 0203 744 4905 (or 0203 744 4910 if you are a **Quintain Living Limited Customer**).
- (b) For all other questions regarding our **Broadband Services**, you should also telephone us on 0203 744 4905 (or 0203 744 4910 if you are a **Quintain Living Limited Customer**) or send an email to sales@velocity1.co.uk.
- (c) If you would like to write to us, you can do so by sending a letter to: Velocity1 Limited, 11 Rutherford Way, Wembley HA9 0BP.

Please note that the telephone numbers in clause 24 (a) and (b) are local rate numbers and that you may be charged by your phone company for the cost of any call depending on (a) whether you are calling from a landline or a mobile and (b) the terms of the call package which you have with your phone company.

Appendix 1: Our Privacy Statement

Please note that this Privacy Statement may be updated from time to time. We advise you to review this Privacy Statement regularly for any changes. If there is a significant change to this Privacy Statement, we will notify you by email.

It was last updated on 17 April 2020.

1. Introduction

This Privacy Statement sets out what kinds of personal information we collect; how and when we collect personal information; why we collect personal information; what we do with personal information and with whom we share it; and how we safeguard personal information.

In this Privacy Statement **we, our** and **us** refers to Velocity1 Limited (**Velocity1**), and **you** and **your** refers to the person who is the account holder and a party to the agreement for Broadband Services with Velocity1.

Your privacy is very important to us, which is why we are committed to protecting and respecting your privacy, and adhering to the requirements of the UK's data protection legislation.

We collect and process personal information about you when you use our residential broadband services or when we answer your questions about our services. This makes us a Controller of the personal information that you provide to us. This means that we make decisions about how and why we use your personal information and, because of this, we are responsible for making sure it is used in accordance with the UK's data protection legislation.

If you have a specific question about this Privacy Statement or any concerns or questions about our use of your personal information, you can contact us using the details set out at the end of this Privacy Statement.

2. What kinds of personal information do we collect from you?

The personal information we collect will depend on whether we collect that personal information from you or someone else and how/when we collect that personal information.

We collect the following personal information from you in order to provide further details on our residential broadband services:

- your generic details (i.e. name, surname, date of birth, gender)
- your contact details (i.e. address, email, phone number)
- your financial details (i.e. bank account, payment method, debit/credit card number)

We collect and process the following additional personal information from you when you become our customer and use our residential broadband services / manage your account with us:

- details of the residential broadband services you use or order from us

- passwords and credentials (such as the security questions and answers we have on your account)
- usage data (i.e. frequency, time, location and duration of service usage, data traffic used per month)
- billing, payment and transaction data (i.e. your financial details and bills and its components)
- communications data (i.e. your emails, webchats, and phone calls to us which are recorded for quality and training purposes).

We will collect all personal information in an open and honest manner and we will obtain it fairly. We will make you aware of all purposes for which we intend to use your personal information at the time we collect your personal information and prior to the use of the personal information.

The personal information we collect will be adequate, relevant, and not excessive in relation to the purposes for which it was obtained. It will also be accurate and complete and where necessary kept up to date.

3. How and when do we collect personal information from you?

You directly provide us with most of the personal information we collect.

There are a number of ways that we collect your personal information. This could be when:

- you use or visit our website which will provide personally identifying information such as Internet Protocol (IP) addresses used to connect your computer to the Internet, your browser type and version, your time zone setting, your browser plug-in types and versions, operating system and platform
- you place an order for our residential broadband services or call our support team over the telephone
- you use our residential broadband services, including when you create and use your login information to access your account and you correspond with us by telephone, email, electronic messaging (such as SMS, MMS, or live chat tools), or post in order to enquire about a service or a bill, pay a bill, place an order, report a technical fault and/or book a service appointment
- you voluntarily complete one of our forms, questionnaires or customer surveys or otherwise provide feedback on our residential broadband services on any of our message boards or via email
- you interact with us on social media (such as likes, shares and tweet)

We may also collect your personal information indirectly from the following sources:

- members of your household

- someone who refers you to our residential broadband services
- third party organisations such as content providers and/or delivery service providers that have obtained your permission to share your personal information with us
- reporting agencies such as credit reference agencies who give us information about your financial history so we can assess credit worthiness and product suitability, check your identity, manage your account, trace and recover debt, and prevent criminal activity. We will continue to exchange information about you with credit reference agencies on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. Credit reference agencies will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

Our account application forms, marketing surveys, and competition entries will have clear information to explain the intended purposes including secondary uses that may not be obvious to you (for example if a competition entry is intended to be used for marketing purposes we will clearly advise you of this and the appropriate opt out mechanism).

4. Why do we collect and process personal information from you?

There are three reasons why we collect and process your personal information:

- **Necessity.** We collect and process your personal information because it is necessary to enable us to perform our contract with you (i.e. you have enquired about our residential broadband services or you have ordered our residential broadband services, so we collect and process your personal information in order to provide those services to you (including responding to any questions or complaints you may have about the services) and bill you for it)
- **Consent.** We collect and process your personal information because you gave us your consent so that we may send you details of products, services, special offers that we think may be of interest to you; to occasionally carry out market research; and administer contests and competitions.
- **Legitimate Interest.** We collect and process your personal information because we have a good reason to do so, such as to enable us to operate as an efficient and effective business and protect it against threats (i.e. cyber-attacks, crime, and fraud). In such an instance, we will always assess whether our use would be fair and not override your right to privacy.

Withdrawing Consent. Where we collect and process your personal information on the basis of consent, you have the right to withdraw your consent at any time. You can do this by emailing sales@velocity1.co.uk, by calling us on 020 3744 4905, or by writing to us at Residential Broadband Sales, Velocity1 Limited, 11 Rutherford Way, Wembley HA9 0BP.

Right to Object. Where we collect and process your personal information on the basis of legitimate interest, you have the right to object. You can do this by emailing sales@velocity1.co.uk, by calling us on 020 3744 4905, or by writing to us at Residential Broadband Sales, Velocity1 Limited, 11 Rutherford Way, Wembley HA9 0BP.

Legal Obligation. We may collect and process personal information where we are required to do so by law. Reasons for which we may have a legal obligation to collect and process personal information include blocking unauthorised/illegitimate content; responding to courts or enforcement authorities; helping authorities with any security, crime or anti-terrorism activities; demonstrating compliance with anti-money laundering rules; and ensuring compliance with regulatory requirements about fair treatment of customers and proper processing of records.

5. What do we do with the personal information?

We collect and process personal information so that we can:

- process an enquiry received from you, or respond to an expression of interest in our residential broadband services and to provide you with the information and services that you request from us
- process your order and carry out our obligations arising from any contract for our residential broadband services entered into between you and us
- provide you with service information messages (i.e. to confirm your order, to tell you how to manage your account and about any changes that might affect your service such as planned infrastructure work, to inform you of technical faults in your area)
- provide you with updates on when we will deliver, connect or install equipment for your residential broadband service
- ensure that the residential broadband services that you receive are correctly administered
- send you invoices and process your payment information
- contact you to request feedback and comments on our residential broadband services or to provide information to you which may be of interest to you
- notify you about changes to our residential broadband services
- provide you with information about other services we offer that are similar to those that you have already purchased or about which you have enquired and we think may be of interest to you
- ensure that content from our website is presented in a manner that is safe, secure and most effective for you and for your computer
- administer our website for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes
- create aggregated and anonymised information for further use, such as to measure and understand the effectiveness of advertising we provide to you and others, and deliver relevant advertising to you
- detect and prevent fraud

- secure and protect our broadband network

You agree that we may share your personal information with the following selected third parties as well as our partner companies so that they may offer you their products and services:

- business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you;
- analytics and search engine providers that assist us in the improvement and optimisation of our website
- Quintain Limited and its subsidiaries (we are a subsidiary of Quintain Limited)

When we process your order, we may send your personal information to, and also use the resulting information from, credit reference agencies to verify your credit status or to prevent fraudulent purchases.

6. With whom do we share your personal information?

Your personal information may be shared with:

- our employees, agents and contractors (including our engineers who may be required to visit your home) so they can administer and deal with any questions or complaints you may have about your account with us or about our residential broadband services provided to you by us now or in the future
- credit reference agencies, who will keep a record of the search when you apply for our residential broadband services, so that we can confirm your eligibility for our services
- content partners and advertisers (however, personal information is provided in aggregate form to these third parties, and the statistics provided to them do not include information that can be used to identify any individual)
- third party service providers, including our CRM platform provider, to support our provision of our residential broadband services. These third party service providers could process personal information on our behalf as well as provide customer service, marketing, infrastructure and information technology services; process payment transactions; carry out fraud and credit checks and collect debts; analyse and improve the information we hold (including your interactions with our service); and run surveys

Where we use third party service providers, we still control your personal information and we have strict controls in place to make sure your personal information is properly protected by requiring the third party service providers to process your personal information based on our instructions and requirements consistent with this Privacy Statement and the UK's data protection laws.

We do not share your personal information with any other third parties except in accordance with this Privacy Statement and our Terms and Conditions or where we are required to disclose that information in order to comply with any legal or regulatory requirements.

7. How do we keep your personal information secure?

We ensure that your personal information is stored securely via the cloud-based platforms which we use, and we ensure that reasonable security precautions are taken to protect your personal information. Please note that our CRM system is a US-based platform so some of your personal information may be processed in the United States.

We will collect and process your personal information during the duration of any contract between us for our residential broadband services and will continue to retain the personal information needed in accordance with the retention periods set out below and as required by applicable law:

Record	Retention Period
Call Detail Records	Call detail records will remain visible on our system for up to 2 years. Call details records that form part of your invoice will be visible on reprints of invoices and kept for a period of 6 years plus the current year. By law we must retain call detail records for a period of 2 years. Records are located in a secure area.
Recorded Calls	Recorded Calls are stored for a period of up to 30 days
Data Usage/ Website traffic	Data Service usage is kept for a period up to of 6 months plus current month. Service usage record will not include data content. Connection statistics are kept for a period of up to 1 year post contract end date. Web site traffic data is only kept on our network for 24 hours but does not include data content.
Invoice Details	Legally invoice details are required to be maintained for a period of 6 years and the current year.
Customer Support Information	Customer communications in relation to a contracted service is maintained for a period up to 2 years post contract end date.
Customer Contracts	Contracts are stored to support invoices raised which must be kept for a period of 6 years plus current year

8. Marketing

From time to time we may send you a marketing communication that could be of interest to you in relation to amending our current residential broadband services or in relation to a survey that we are conducting about our residential broadband services.

You can unsubscribe from our direct marketing communications at any time by clicking 'unsubscribe' on any of our marketing communications or by contacting us using our contact details set out at the end of this Privacy Statement. This will not unsubscribe you from receiving communications from us in relation to your account.

9. What data protection rights do I have?

At any point whilst we are in possession of or processing your personal information, you have the following rights:

- right of access – you have the right to request a copy of the information that we hold about you
- right of rectification – you have the right to correct information that we hold about you that is inaccurate or incomplete
- right to be forgotten – in certain circumstances you can ask for the information we hold about you to be erased from our records
- right to restriction of processing – where certain conditions apply you have a right to restrict the processing of your personal information
- right of portability – you have the right to have the personal information we hold about you transferred to another organisation
- right to object – you have the right to object to certain types of processing such as direct marketing
- right to object to automated processing, including profiling – you have the right not to be subject to the legal effects of automated processing or profiling

In the event that we refuse your request under right of access, we will provide you with a reason as to why, which you have the right to challenge legally.

At your request, we can confirm what personal information we hold about you and how this information is processed.

You can request the following information:

- identity and the contact details of the person or organisation (Velocity1) that has determined how and why to process your personal information
- contact details of our data protection officer or the person who is responsible for dealing with data protection issues at Velocity1
- the purpose of the processing as well as the legal basis for processing
- if the processing is based on the legitimate interests of Velocity1 or a third party such as one of our customers, information about those interests
- the categories of personal information collected, stored and processed
- recipient(s) or categories of recipients that the personal information is/will be disclosed to

- how long the personal information will be stored
- details of your rights to correct, erase, restrict or object to such processing
- information about your right to withdraw consent at any time
- how to lodge a complaint with the supervisory authority (the Information Commissioner's Office)
- whether the provision of personal information is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether you are obliged to provide the personal information and the possible consequences of failing to provide such personal information
- the source of personal information if it was not collected directly from you
- any details and information of automated decision making, such as profiling, and any meaningful information about the logic involved, as well as the significance and expected consequences of such processing

To access what personal information is held by us, identification will be required. We will accept the following forms of identification:

- national identity card
- driving licence
- passport
- birth certificate
- utility bill not older than three months

A minimum of one piece of photographic identification listed above and a supporting document is required (we will require copies of the identification). If we are not satisfied with the quality of the identification, we may seek further details before we release personal information.

All requests should be made to sales@velocity1.co.uk or writing to us using the contact details set out at the end of this Privacy Statement.

10. Governing Law

This Privacy Statement is governed by the laws of England and Wales and you submit to the exclusive jurisdiction of the courts of England and Wales.

11. Contact us and Complaints

If you have a specific question about this Privacy Statement or any concerns or questions about our use of your personal information, you can:

- Write to us at: Velocity1 Limited, 11 Rutherford Way, Wembley HA9 0BP
- Send an email to: sales@velocity1.co.uk

- Call us on: 020 3744 4905

Please mark your communication as “Data Protection Enquiry”.

In the event you wish to make a complaint about how your personal information is being collected and/or processed by us or our partners, you have the right to complain to us.

If you do not receive a response within 30 days, you can complain to the Information Commissioner’s Office (ICO). You may also lodge a complaint with the ICO if you consider that we are in breach of our obligations under the UK’s data protection laws. You can contact the ICO as follows:

- Write to the ICO at:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

- Call the ICO on: 0303 123 1113
- Send the ICO an email via: <https://ico.org.uk/global/contact-us/>

Appendix 2: Acceptable Use Policy

Please note that this Acceptable Use Policy may be updated from time to time.

1. Introduction

- 1.1 This Acceptable Use Policy sets out how our **Broadband Services** may be used by you together with restrictions on your use of our **Broadband Services**.
- 1.2 We reserve the right to change this Acceptable Use Policy to take on board new issues that may arise in connection with your use of our **Broadband Services** or the way we provide our **Broadband Services**.
- 1.3 If we have reasonable grounds to suspect that you are in breach of this Acceptable Use Policy or any other terms on which we provide our **Broadband Services** to you, or you do anything which would put us in breach of our statutory or other obligations, we reserve the right to suspend or terminate your access to our **Broadband Services** without liability to you.

2. General Use

- 2.1 As a general principle, you must not use our **Broadband Services** in any way that is unlawful or illegal or in a way that affects the enjoyment of other users of our **Broadband Services**.
- 2.2 You must not permit anyone else or any other user to use our **Broadband Services**, either directly or indirectly.
- 2.3 You are responsible for the way in which you use our **Broadband Services**. You must not use our **Broadband Services** to do any of the following acts, should you permit anyone else to use your account in the following ways you will be responsible for such user:
 - (a) cause annoyance, nuisance, inconvenience or needless worry to, or adversely affect the rights of, any other person, including breach of confidence and/or privacy, or any other rights;
 - (b) perform any illegal activity;
 - (c) break, or try to break, the equipment, hardware or software, including those in use by another user or breach the security of another user;
 - (d) deliberately receive, use, own, post, transmit or publish obscene material (including child pornography);
 - (e) upload, post, publish or transmit any information or software that is protected by copyright or other ownership rights (including intellectual property rights) without the prior written permission of its owner, please see section 5 ("Copyright and Third Party Rights") below;
 - (f) use any Internet Protocol ("IP") address that we have not assigned to you. You may not use your Velocity1 internet connection to harm the service of another

internet user or impersonate another user, whether on our network or external to our network. You acknowledge that we may change your IP address from time to time without giving you any prior notice;

- (g) to transmit, publish, link to, make available or receive any material which is defamatory, offensive, abusive, indecent, racist, harmful, threatening or menacing;
- (h) in breach of any instructions we have given you under the **Agreement** in relation to your use of our **Broadband Services**;
- (i) in a way that is associated with a criminal offence;
- (j) in a way that does not conform with the acceptable use or anti-spam policies of any connected networks, the standards of the Advertising Standards Authority, professional publishing standards or any Internet standards;
- (k) to infringe by the use of any domain name, mailbox name or otherwise upon the rights of any other person in a trade mark or name whether in statute or common law;
- (l) to send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities;
- (m) to threaten, harass or cause distress, annoyance or discomfort to any other person or entity;
- (n) to intentionally disrupt or adversely affect any other person or entity's access to or use of the Internet or any features which form part of the Internet;
- (o) to transmit or cause to be transmitted any advertising, promotional or other materials that are unsolicited (commonly known as "spam"); or
- (p) to transmit or cause to be transmitted mail bombs, chain letters or pyramid schemes.

3. **Content and child-friendly mode (Quintain Living Limited Customers only)**

3.1 It is a well-known fact that the Internet contains material that is inappropriate and may contain content that is harmful to users. We do not censor or restrict access to any material or information on the Internet unless required to do so by law, or by a relevant industry authority.

3.2 So that we can protect you from harmful material, your account includes a built-in child-friendly content filtering feature and is accessible from the user portal, delivered as part of our **Broadband Services**. Content filtering can be applied to individual devices or across your account.

3.3 Child-friendly content filtering provided as part of our **Broadband Services** use

subscriptions to multiple global blacklist services. These blacklist services continuously monitor the Internet for websites deemed inappropriate or malicious.

3.4 Whilst the content filtering feature reduces the risk of exposure to users, and we have used market-leading technology to provide these services, there are no guarantees or full-proof safeguards preventing users accessing all harmful content. Should you wish to report any objectionable or malicious content then you can follow the guidelines below:

- Via many available apps on Apple Store or Google Play, where you can report sites directly through the app.
- Via Google content: <https://www.google.com/webmasters/tools/spamreport?hl=en>

4. **Security**

4.1 In order to prevent unauthorised access to your PC or any other device we require you to use a firewall. A firewall is a product that helps protect your device from unauthorised access. No firewall can guarantee security, but an adequate firewall will increase the security of your device and help protect your anonymity. Whilst our **Broadband Services** do provide a level of firewall protection, we advise that you install your own firewall. You are responsible for ensuring the security of your device, and we cannot be held responsible in the event of unauthorised access to your device.

4.2 You must not use our **Broadband Services** to carry out port scanning/probing. Port scanning/probing is an attempt by a user to identify an open gateway into another Internet user's device. If a user or an account is shown to exhibit this behaviour, we may withdraw our **Broadband Services** without notice.

4.3 You must not use our **Broadband Services** to run any program that can be used to compromise the efficiency and security of network traffic.

4.4 You must not use our **Broadband Services** to knowingly transmit worms, trojans or viruses. If any user or account is found to have been used in this manner, then we may withdraw our **Broadband Services** without notice.

4.5 We do not offer support, and our **Broadband Services** do not include support, for the detection or removal of viruses, worms, adware, trojans or other malicious software infection or any fault arising from the use of your computer.

4.6 We require you to use good quality up-to-date anti-virus software supplied by a reputable anti-virus developer to protect your system from unwanted viruses, worms and trojans.

5. **Copyright and Third Party Rights**

5.1 Any images, photographs, articles, pages, designs, drawings, software, music, information and other materials published on the Internet and using our **Broadband Services** are protected by copyright. Publishing material on the Internet and using our **Broadband Services** does not mean it is available for anyone to copy. Unless the owner of that copyright specifically states that you may copy the work, you must not copy such work.

5.2 It is an infringement of copyright to copy, reproduce, adapt, translate, broadcast or perform copyright protected material without permission, to make infringing copies available to the public or otherwise to knowingly deal in infringing copies.

5.3 Our **Broadband Services** must not be used, directly or indirectly, to transmit, publish, link to or otherwise make available any confidential information or trade secrets of any person or entity.

6. **Fraud**

6.1 Nobody may use our **Broadband Services**, either directly or indirectly to impersonate any person, entity or a minor or to commit or attempt to commit any fraud.

6.2 In using our **Broadband Services**, you must not use a false name or a name you are not entitled to use.

7. **Services**

7.1 You are solely responsible for the setup and security of all services that you may run on your PC. You are also responsible for all traffic that may pass through your PC. We cannot be held liable for any losses or damages that may occur as a result of a compromise of your services. Please note that your account may be subject to immediate suspension or disconnection without notice, if any security breaches do occur or any services causes any degradation in network performance. You should also note that running services on your PC may cause your own connection to operate in a less than optimal manner.

7.2 All remote access (FTP; SSH; PC Anywhere etc.) must be password protected and the address must not be publicly advertised.

7.3 If a game which you are playing using our **Broadband Services** has a password/IP access restriction option this must be used. Your IP address must not be publicly advertised on gaming sites etc.

7.4 You must ensure that you do not enable the sending of unsolicited bulk email by others. This applies to both material that originates on your system and also third party material that might pass through it. This includes but is not limited to a prohibition on running an "open mail relay", i.e. a device which accepts mail from unauthorised or unknown senders and forwards it to a destination outside of your device or network. If your device does relay mail, on an authorised basis, then it must record its passing through your system by means of an appropriate "received" line.

8. **Use of Virtual Private Network (VPN)**

You may use a VPN but you acknowledge that our **Broadband Services** may be adversely affected by such use. If you use a VPN and this affects our network performance or any users of our **Broadband Services**, we reserve the right to instruct you to stop using a VPN and you must comply with this request.

Appendix 3: Our Charges List

- Velocity1 Residential Fibre Broadband 60 £30 per month (inclusive of VAT)
- Velocity1 Residential Fibre Broadband 60 Plus £35 per month (inclusive of VAT)
- Velocity1 Residential Fibre Broadband 100 £40 per month (inclusive of VAT)
- Velocity1 Residential Fibre Broadband 100 plus £45 per month (inclusive of VAT)
- Velocity1 Residential Fibre Broadband Max £50 per month (inclusive of VAT)
- Velocity1 Residential Fibre Broadband Max Plus £55 per month (inclusive of VAT)
- Velocity1 Quintain Living Limited 100Mbps (Quintain Living Limited customers only) £10 per month (inclusive of VAT)
- Velocity1 Quintain Living Limited 100Mbps Plus (Quintain Living Limited customers only) £15 per month (inclusive of VAT)
- Velocity1 Quintain Living Limited Max (Quintain Living Limited customers only) £20 per month (inclusive of VAT)
- Velocity1 Quintain Living Limited Max Plus (Quintain Living Limited customers only) £25 per month (inclusive of VAT)
- Engineer call-out charge £50 (inclusive of VAT)
- Failure to return equipment following termination of contract £50 (inclusive of VAT)
- Late payment charge £15 (inclusive of VAT)
- Failed payment charge (for failed direct debit) £15 (inclusive of VAT)

Appendix 4: Our Customer Complaints Code

Background

Some of the words and phrases in this Customer Complaints Code have special meanings. Those words are explained below. They are printed in bold wherever they have the special meaning given below:

- **ADR Letter** means a notification issued from us to a **Complainant** concerning the **Complainant's** right to take their **Complaint** to an **ADR Scheme**.
- **ADR Scheme** means any dispute procedures approved by Ofcom under section 54 of the Communications Act 2003 for the resolution of disputes in relation to any **Complaints** between us and our **Domestic and Small Business Customers**.
- **Complainant** means a **Velocity1 Customer** who makes a **Complaint** to us.
- **Complaint** means (a) an expression of dissatisfaction made by a **Velocity1 Customer** to us related to either (i) the provision of our Broadband Services to that **Velocity1 Customer**; (ii) the complaint-handling process itself; or (iii) the level of customer service experienced by the **Velocity1 Customer**; and (b) where a response or resolution is explicitly or implicitly expected.
- **Customer** means (a) a person to whom we provide our Broadband Services; (b) a person to whom we are seeking to secure that our Broadband Services are so provided; and (c) a person who wishes to be so provided with our Broadband Services, or who is likely to seek to become a person to whom our Broadband Services are so provided;
- **Domestic and Small Business Customer** means a **Customer** who is neither (a) himself a provider of an electronic communications network or an electronic communications service nor (b) a person who is such a **Customer** in respect of an undertaking carried on by him for which more than ten individuals work (whether as employees or volunteers or otherwise).
- **Durable Medium** means paper or email, or any other medium that (a) allows information to be addressed personally to the recipient; (b) enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information; and (c) allows the unchanged reproduction of the information to be stored.
- **Velocity1 Customer** means a Customer who is one of our **Domestic and Small Business Customers**.

References in this Customer Complaints Code to 'we', 'us' or 'our' are references to Velocity1 Limited of 180 Great Portland Street, London, United Kingdom, W1W 5QZ, a limited liability company registered in England & Wales with company number 06240919.

Our Customer Complaints Code

- 1 Our complaints handling procedures aim to ensure that any **Complaint** from a **Velocity1 Customer** is resolved to the **Complainant's** satisfaction in a timely manner or where we are unable to do so, that the **Complainant** is informed of their right to go to the **ADR Scheme** as soon as it is appropriate to do so.

- 2 Our complaints handling procedures are accessible to enable the following to make, and progress, a **Complaint**:
 - (a) **Velocity1 Customers** with disabilities;
 - (b) **Velocity1 Customers** who we have been informed, or should otherwise reasonably be aware, may be vulnerable due to circumstances such as age, physical or learning disability, physical or mental illness, low literacy, communications difficulties or changes in circumstances such as bereavement; and
 - (c) third parties acting on behalf of such **Velocity1 Customers**.
- 3 We will ensure that all Velocity1 staff who communicate with **Velocity1 Customers** receive training on how to identify a **Complaint**.
- 4 We allow **Velocity1 Customers** to make **Complaints** by the following three means:
 - (a) by telephoning 0203 744 4905 (or 0203 744 4910 if you are a **Quintain Living Limited Customer**). Please note that these telephone numbers are local rate numbers and that the **Claimant** may be charged by the **Claimant's** phone company for the cost of any call depending on (a) whether the call is from a landline or a mobile and (b) the terms of the call package which the **Claimant** has with his or her phone company;
 - (b) by sending a letter to: Velocity1 Limited, 11 Rutherford Way, Wembley HA9 0BP; and
 - (c) by sending an email to sales@velocity1.co.uk.
- 5 The means by which we accept **Complaints** are intended:
 - (a) to be well publicised and readily available; and
 - (b) to not unduly deter **Velocity1 Customers** from making a **Complaint**.
- 6 After having received a **Complaint**, we will promptly inform the **Complainant** of:
 - (a) the process we will follow to investigate the **Complaint** with a view to resolving it to the **Complainant's** satisfaction; and
 - (b) the timeframes in which we will endeavour to carry out our investigation of the **Complaint** - we will usually aim to resolve the **Complaint** within 14 days after having received the **Complaint**.
- 7 We will promptly take, and continue to promptly take, active steps to resolve the **Complaint** to the **Complainant's** satisfaction until the **Complaint** has been resolved or otherwise closed.
- 8 We will promptly tell the **Complainant** of the outcome of our investigation into the **Complaint**.
- 9 When telling the **Complainant** of the outcome of our investigation into the **Complaint** in accordance with paragraph 8, we will also tell the **Complainant**:

- (a) that we may consider it reasonable to conclude that the **Complaint** has been resolved to the **Complainant's** satisfaction if we promptly tell the **Complainant** of the outcome of our investigation into the **Complaint** and the **Complainant** does not let us know within 28 days that they consider the **Complaint** remains unresolved; and
 - (b) where a copy of our Customer Complaints Code can be found on our website and the contact details for the **ADR Scheme** of which we are a member (see paragraph 14 below).
- 10 Where requested by the **Complainant**, we will ensure that the information referred to in paragraphs 8 and 9 is issued in a **Durable Medium**.
- 11 We will immediately issue an **ADR Letter** to the **Complainant** at any time, where the following three cumulative criteria are met:
- (a) we have told the **Complainant** of the outcome of our investigation into the **Complaint**;
 - (b) the **Complainant** has told us that they consider the proposed outcome does not resolve the **Complaint** to their satisfaction; and
 - (c) we do not intend to take additional steps to resolve the **Complaint** to the **Complainant's** satisfaction that would produce a different outcome.
- 12 We will immediately issue an **ADR Letter** to the **Complainant** if the **Complaint** remains unresolved after 8 weeks have passed since the date on which the **Complaint** was first received, unless we have already sent an **ADR Letter** in accordance with paragraph 11 above.
- 13 If we are required to issue an **ADR Letter**, the **ADR Letter** will comply with the following requirements:
- (a) it will be written in plain English;
 - (b) it will provide information solely about the relevant **Complaint**;
 - (c) it will inform the **Complainant** that because the **Complaint** cannot be resolved to their satisfaction, they may exercise their right to take their **Complaint** to the **ADR Scheme** at no cost to the **Complainant**;
 - (d) it will provide the name and contact details of the body which administers the **ADR Scheme** of which we are a member (see paragraph 14 below) and state that the **ADR Scheme** is independent of Velocity1 Limited; and
 - (e) it will be issued in a **Durable Medium**.
- 14 The name of the body which administers the **ADR Scheme** of which we are a member is Ombudsman Services: Communications. Further details can be found at ombudsman-services.org/communications, by telephoning 0330 440 1614, by sending an email to enquiry@ombudsman-services.org or by writing to Ombudsman Services: Communications, P.O. Box 730, Warrington, WA4 6WU. The Ombudsman's service is free.

- 15 We will not close a **Complaint** unless:
- (a) the **Complaint** has been resolved in accordance with the circumstances set out in paragraph 16 below;
 - (b) an **ADR Letter** has been issued to the **Complainant** in accordance with paragraphs 11 or 12 above; or
 - (c) it is reasonable for us to consider the **Complaint** to be frivolous or vexatious.
- 16 A **Complaint** will have been resolved where:
- (a) the **Complainant** has expressly agreed that the **Complaint** has been resolved to the **Complainant's** satisfaction; or
 - (b) it is reasonable for us to conclude that the **Complaint** has been resolved to the **Complainant's** satisfaction because:
 - (i) we have informed the **Complainant** of the outcome of our investigation in accordance with paragraph 8 and complied with our obligations under paragraph 9; and
 - (ii) the **Complainant** has not come back to us within 28 days to say that they consider the **Complaint** remains unresolved (see paragraph 9(a)).