

Terms & Conditions

Terms and conditions for your Velocity1 customer service agreement

This agreement is designed to protect both the rights of ourselves (Velocity1, or hereafter 'us' or 'we') and you (or 'the customer'). For instance, if you damage a Velocity set-top box, we think it is fair to ask you for the replacement cost. Similarly, should you be disappointed with our services, you should know your rights to end the agreement. And for both our sakes, we set out what is included, and what are optional extras, for each of the services (phone, TV and broadband) that we offer. As your use of the services will be governed by the terms of this agreement, it is important that you read through the terms and conditions. To help you, we have made them as easy and friendly to read as is possible within a legal agreement.

You will notice that some of the words in the terms and conditions are highlighted in bold – you will find that the exact meaning of these words is in the Glossary at the back of this document.

1. Our Velocity1 Services:

As Velocity1, we offer some of the most advanced broadband, telephone and TV services in the country. We are focused on new build and existing properties and our services are only available in the buildings that we, or one of our network partners, have pre-wired. If you are an owner or tenant in one of the buildings we operate in and want our services, we will perform a credit check on you. If this leads to doubts about your ability to pay, we may either refuse to provide the services, or ask for an increased deposit before supplying them.

2. About our Services

We will provide you with the services in return for your keeping to the terms of this agreement. As well as these terms and conditions, our services have other legal conditions which apply to the services and their use, as published by us on the Velocity1 website. These may be updated by us from time to time. For example, for our Internet Access, these include our 'fair use policy' which you can read on the Velocity1 website. The other legal conditions will apply to your use of the services so, when you first use the services, you must read through them carefully.

In supplying the services we will always use our best endeavors to provide you with a high quality service at all times, but we are not able to guarantee fault-free performance.

To make sure we are always giving you best possible service, we may monitor and record phone

Conversations you have with our team.

From time to time, we may let you try certain services for free. We also have the right to withdraw these trial services at any time and without needing to give you notice.

From time to time, we may supply you with services, channels, programmes, Pay-Per-View or programmes on demand as part of a promotion or for promotional purposes, whether for a charge or otherwise. We may at any time stop such supply or change the promotional services, channels, programmes, Pay-Per-View or programmes on demand or package of services, channels or programmes.

Some services (for example, television channels that form part of our television services) are supplied by other content owners. As a result, we may, due to matters outside our reasonable control or for commercial or contractual reasons, change all or any programming, programming services, channel allocations and channels, or cancel, postpone or alter the details of any advertised Pay-Per-View or programmes on demand or interactive services without notice. Wherever possible we will give you reasonable notice of any withdrawals and changes. If you are unhappy with the changes, you will be entitled to end this agreement if the changes are significant, as described in paragraph 15.

You agree that you are liable for any charges on your account regardless of whether you or anybody else (with or without your permission) runs up those charges (unless the charges result from fraud by someone else which you could have had no control over). For example, if someone who has access to your home uses the services, we would consider them to be within your control and you would be liable for those charges. If you do become aware of any fraud by someone else, you must tell us as quickly as you can. Under no circumstances should you give your PIN numbers and passwords to anybody else (unless you're happy for them to use your account and add charges on your account).

We may monitor email and internet communications, including without limitation, any content or material transmitted over the services.

3. Velocity1 Phone Service

If you are keeping an existing phone number but taking the relevant phone line from us as part of the services, you are responsible for cancelling any agreements you may have (e.g. with BT) for line rental, renting equipment or for extra lines. Although we are usually able to arrange for you to keep your existing phone number when you transfer your line to us, we cannot guarantee this.

If we provide you with a telephone line, and you do not ask us to transfer your existing number, we will allocate a number to your telephone line. The telephone number and any rights in it belong to us and you may not sell or agree to transfer the number to any person.

You agree that we may give your name, address and phone number to the emergency services. Unless you tell us otherwise, we will also give these details to other authorized public communications operators and regulated directory service providers. This is so your details can be included in phone books and be obtained from publicly available directory enquiry services, including Internet and CD-ROM directories. We cannot accept any liability whatsoever for any failure by authorized public communications operators and regulated directory service providers to whom we provide information to comply with your listing request. We can tell you about other options that are available to protect and control how your information is used.

You accept that your telephone number must not be advertised in or on a public telephone box. If this happens, we may immediately suspend the services or end this agreement. However, we will use reasonable endeavors to contact you before we take this action.

We will at all times use best endeavors to ensure you have access to emergency services over your Velocity1 phone line. In the event of total power failure, you need to be aware that you may not have access to these services.

Where we offer you free calling packages to UK 01, 02 and 03 landlines, these are subject to a call limit (60 minutes), at which point you will need to hang-up and redial the number to continue to make a free call. If your call extends beyond 60 minutes, we will charge you for the extra minutes. Calls to Channel Islands, 08 numbers, premium lines and mobiles are excluded from free calling plans. Calls made outside the inclusive free calling period are charged at our normal rates as shown on our website.

Evening Calls are between 19:00 to 7:00. Weekend calls are between Saturday and Sunday 00:00 to 24:00.

4. Velocity1 TV Service

We will have to discontinue supplying you with television services if we find out that you do not have a valid television license.

Nothing in this agreement entitles you to the free receipt of any Pay-Per-View or programmes on demand, although we may from time to time advertise Pay-Per-View or programmes on demand for you to buy. To buy a Pay-Per-View or programmes on demand you must follow the instructions given. When you buy a particular Pay-Per-View or programme on demand, you are only able to receive that Pay-Per-View or programme on demand.

Under no circumstances will we be liable for any mistakes in our electronic programming guides.

We have the right not to make a Pay-Per-View or programme on demand available to you if you do not meet our credit conditions or if you have failed to pay any charges you owe.

You may not cancel a Pay-Per-View or programme on demand after you have bought it except in line with any cancellation information we may have given to you at the time.

It is your responsibility to make sure PIN numbers and passwords for the Pay-Per-View programmes or programmes on demand are used correctly. Where a PIN number or password is required, we will not accept a booking for a Pay-PerView programme or Programme on demand without the correct PIN numbers or passwords. Where personal PIN settings are available, you are responsible for ensuring that your personal PIN settings meet your requirements.

5. Velocity1 Broadband and the Interactive services on your Velocity1 TV

For Internet Access your PC must meet the minimum specifications as detailed on our Velocity1 website. You must agree to carry out a virus check before the services are connected. If this is not the case, we will not be able to provide you with these services. From time to time we may change the minimum specifications needed to use the Internet Access, which will appear in our published materials or on our Velocity1 website.

In the case of Internet access, you will be liable for any charges from other organizations while using these services, as well as those billed by us as set out in our price guides.

Due to the nature of the Internet, we cannot guarantee specific levels of performance for the Internet access, especially when we run our services over a third party controlled access network.

You are responsible for protecting your equipment from virus attack. We accept no responsibility for damage to your computer caused by connecting to the internet via our services

You confirm and warrant that you are the owner of, and that you have obtained all necessary consents to use, the domain name, mailbox name or any other name selected by you in connection with the Internet access.

You acknowledge that we cannot guarantee you will be able to have and use any name you request and we may require you to select a replacement name if we believe that your current choice of name is, or is likely to be, in breach of our Fair Use Policy.

Any Internet address allocated by us to you will at all times belong to us and you may not sell or agree to transfer the number to any person. You will have a non-transferable license to use such Internet address whilst you receive Internet access from us. In the event this agreement is terminated, for whatever reason, your license to use the Internet address shall automatically terminate and thereafter you will not be able to use the Internet address.

It is your responsibility to keep backup copies of any data uploaded to our servers and you are responsible for any system you establish to monitor your webspace contents and use. If your use of storage allocation exceeds the amount allocated to you we will notify you and ask you either to reduce your use of webspace or move your website and pay for the additional webspace. If you do not respond within a reasonable time we may move your website and/or charge you for the additional webspace.

We reserve the right to remove by immediate notice material placed on our servers by you or other users which we, in our reasonable opinion, believe violates this agreement or is otherwise harmful to our interests or the interests of other users of the interactive services and/or internet access.

We reserve the right to monitor and control data volume and/or types of traffic transmitted via the interactive services on your Velocity1 TV and/or Internet access. In the event that you exceed any usage allowance applicable to your Internet access or your use does not comply with the 'fair use policy' which you can read on the Velocity1 website, we reserve the right (at our sole discretion) to reduce, suspend or terminate your Internet access. During any time of reduction or suspension, you will remain liable for the payment of your original level of Internet access charge. We also reserve the right (at our sole discretion) to re-grade your Internet access to a different speed and/or usage allowance at the appropriate charge. If we make such changes we will notify you as soon as possible.

6. Bundles and stand-alone services

We may present our services to you as individually priced services or in a “bundle” of services (typically a bundle of voice, broadband and TV services)

If you subscribe to any of the services, including bundles, you are signing up for a minimum term for each and every service or bundle you subscribe to. This minimum term is 12 months. After the minimum term we ask you to give us 30 days’ notice of cancellation of any services.

If you want to cancel a bundle of services, but retain one or more single services, you will need to cancel the bundle, pay the remainder of the minimum term for the bundle (or give us one month’s notice if outside the minimum term), and re-subscribe to the single service or services you want at the monthly rate for single services, which may be higher than the bundle services price. Every time you subscribe to a new service a new 12 month minimum term will apply.

7. Installing our services

Some of the buildings in your area of supply have already been pre-wired by us or by one of our network partners. But if your premises are not already connected to our service – or if you require a change to the routing so far provided in your premises by us, we will need access to them for the installation work.

We will try to meet not just the date but the time of day which we agree with you for installation or activation of the services. However we may need to change the installation date we give you or delay the activation. If we do, we will try to notify you of any changes as soon as possible.

A person authorised by you (who is 18 or over) will need to be present when we install the equipment at your home.

Where we need to install equipment at your home, we will make every effort to fit the equipment in your place of preference. However, this may not always be possible for technical or other reasons. If this is the case, we will connect the equipment in the way that seems best to us. Should any additional equipment be needed, we will fit this when we fit the equipment. Please do not move any existing equipment. Should you wish to have any existing equipment such as cables or wall sockets routed differently, you should contact us in advance of your installation visit.

Please note, if the installation is done by a different network owner, you will need to contract that network owner about any installation issues.

Where we do not need to visit your home in order to install equipment, we will either send you all the Velocity1 equipment you need to connect to our services, or advise you of any additional equipment you need to have to connect to our services – in which case it will be your responsibility to purchase the equipment and additional equipment as notified to you. We will not be liable to you for any loss or damage caused by your installation of the equipment or additional equipment.

Where we have recommended equipment for use with the services and you chose to purchase alternatives to this, we cannot guarantee compatibility of the equipment or provide installation or ongoing support.

To provide the services, the equipment (for example, a set-top box or cable modem) must be connected to equipment belonging to you (for example, a phone handset, a television or PC). We are not responsible for your equipment working properly. You agree to provide and pay for suitable facilities and all necessary electrical and other installations and fittings (including necessary power outlets or sockets) for the equipment. You must follow our instructions for this.

We may need to survey your home before agreeing to provide our services. If this survey shows that the services cannot be installed or connected at your home, or if a non-standard installation is required, it is within our rights to cancel any installation date we have given you and terminate this agreement. If this is necessary, we will do our best to notify you of this as soon as possible after the survey. We shall be under no liability whatsoever to you for any failure to provide the services in these circumstances but we will of course refund you for any payments you have already made to Velocity1 for installation or the services.

We do not have to connect the equipment at your home or to otherwise keep to this agreement if:

- A. Your home is outside our service area or in a part of our service area where no cable has been laid by us or one of our network partners, or we are unable to activate the services on your line or at your home for any reason;
- B. It is not practical to carry out the connection for health and safety reasons; C. You do not qualify under our current credit policy;
- D. Your PC or network interface card does not meet our minimum specifications for Internet access; E. Your PC or its operating software does not work correctly or normally for Internet access; or
- F. It is not practical to carry out the connection for any other reason.

8. Maintaining your services

We will provide any maintenance services during normal working hours that we believe are necessary for our system and equipment to work properly and for us to provide the services to you.

We will always aim to provide you with the best service possible, but we cannot guarantee that the services will be fault free. For example, we will not be liable for interruptions, reception, picture degradation, programming guide error, set top box failure or other problems with our television services which are beyond our reasonable control.

You agree that you will tell us about any fault in the services by phoning, emailing or writing to our Customer Care team who will aim to respond as promptly as possible. In many circumstances it is possible to correct a fault over the phone. If this is not possible, we will use reasonable endeavors to send a technician to correct the fault.

If you prevent us from carrying out our maintenance (at a time previously agreed and arranged with you), or if the maintenance necessary is the result of any one or more of the following, we will be entitled to charge you a service fee (listed in our price guides):

- A. Misuse or neglect of, or accidental or wilful damage to, the equipment;
- B. Fault in, or any other problem associated with, your own equipment or any system that we do not cover;
- C. Your failure to keep to this agreement.

You are responsible for maintaining any equipment that is relevant to the services, which you own (for example, television sets, phones and so on).

You may be provided one rental standard (non-recording) set top box if you choose the TV service from Velocity1. We may charge for this rental set top box. Velocity1 will inform you if you are entitled to a free rental set up box during the sign up process. The set top box and the set up box remote will at all times remain the property of Velocity1 (or if notified to you by us, a specified third party network owner) and you must return it to us, if your contract ends or is terminated. If you do not return the set top box, we will charge you the full replacement value.

A second set top box requested by you for use in an additional room, will be charged according to our price list. If you, in our opinion, cause damage to the set top box so that a new set top box is required to receive our services, we will charge you for this new set top box, according to our price list. We reserve the right to charge you for a non-standard set top box e.g. one that includes a recording facility.

We are not responsible if you are not able to use the services because your equipment (for example, your PC, modems, network interface cards, printers, or other equipment) does not work properly, is not compatible with the system or does not meet the minimum specifications or because of faults in any public communications provider's network (where applicable).

Where we supply the services to you via your connection to another public communication's provider's network it is your responsibility to maintain your connection to such public communications provider's network and we shall not be responsible or liable to you for failing to provide the services if such failure arises as a result of any interruption to or disconnection from the public communications provider's network or because of failure or inadequacy in any equipment for which we are not responsible.

9. Using our equipment

Where we hire equipment to you it will be our property at all times and we may need to alter or replace it from time to time. For us to do this, we will need reasonable access to your home.

You are responsible for making sure that our equipment is safe and used properly at all times. To do this, you agree to do the following:

- A. Follow the manufacturer's instructions and any other instructions we have given you;
- B. Keep the equipment under your control (for example, you may not sell it, lend it or hire it out to anyone else, put it up as security for a loan or mortgage, or allow it to be seized under any legal process against you). You must not move our equipment from your home without our permission;
- C. Insure any of our equipment against any loss, theft or damage for the full replacement value; D. Not remove, tamper with or cross out any words or labels on our equipment;
- E. Take proper care at all times to prevent the loss or theft of our equipment.

You agree to tell us immediately about any loss or damage to any part of our equipment. You should do this by phoning, emailing or writing to our Customer Care team. You agree that you are responsible for any loss of or damage to the equipment, regardless of how it happens. We will charge you for any loss of or damage to the equipment.

If we or you end this agreement, or you decide to disconnect from some of our services, you must return our equipment to us (or let us collect it from you if we choose to do this). You must return equipment or make it available for collection in a reasonable condition, allowing for fair wear and tear. If you fail to return or make available the equipment for collection for any reason, we are entitled to charge you for the replacement cost of the equipment. If we hold any money we may use that money towards the cost of the equipment. If we have supplied you with any additional equipment, we'd encourage you to dispose of it responsibly if you're no longer using - please contact us for further information on how to do so in an eco-friendly way.

Any equipment which you own and which you connect to the system (for example, phones, fax machines, PCs) must meet with all relevant laws and regulations. We reserve the right to disconnect our service to any equipment that does not meet these laws and regulations. You may use your own equipment together with our equipment, but we do not guarantee that our equipment will work with your equipment.

We will not be liable in any way for any loss or damage which is caused to your own equipment arising as a result of its use with our equipment. We will not be liable for any loss of or damage to any additional equipment. We have the right to charge you for any replacement additional equipment.

10. Using our services

You are responsible for the way the services are used. You must not use the services to do any of the following acts or allow anyone else to use the services to do such acts:

- A. Send a message or communication that is offensive, abusive, defamatory, obscene, menacing or illegal;
- B. Cause annoyance, nuisance, inconvenience or needless worry to, or break the rights of, any other person
- C. Perform any illegal activity;
- D. Break, or try to break, the security of anyone else's equipment, hardware or software;
- E. Deliberately receive, use, own, post, transmit or publish obscene material (including, but not limited to, child pornography);

- F. Upload, post, publish or transmit any information or software that is protected by copyright or other ownership rights without the permission of its owner;
- G. Copy or distribute any software or services we provide (but you may make a backup copy of the software we provide for your personal use);
- H. Use any services (including, but not limited to, phone services) for commercial or business purposes;
- I. Use any Internet Protocol (IP) address that we have not assigned to you. Put simply, 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 Internet Protocol (IP) address from time to time without giving you notice;
- J. Use the services in a way that (i) risks degradation of service levels to other customers, (ii) puts our system at risk and/or (iii) is not in keeping with that reasonably expected of a residential customer.

If we believe that you are using the services in any of these ways, we are entitled to reduce, suspend and/or terminate any or all of the services without giving you notice.

You must, at all times, make sure that the way you use the services does not break the law or the rights of any other person.

You are not allowed to copy or record any of the services, or any television or radio programmes contained in the services, except for your own private, domestic and non-commercial use (and if this kind of copying for personal use becomes illegal in the future, you will need to stop doing it).

Some of our set-top boxes have personal video recording ("PVR") functionality. If this is enabled, it will work so long as we are permitted to use this technology by TV content providers. If the PVR functionality does not work for certain channels, this may be because our content providers have not permitted us to use it.

By law, you are not allowed to show the services, or any programmes contained in the services, to the public where an admission fee is charged. We are also entitled to restrict your ability to record Pay-Per-View or programmes on demand without notice and to charge a fee for recording them.

You agree to take responsibility for all liabilities, claims and losses which are in any way connected with misusing the services supplied to you under this agreement, or with getting our services without our permission, and to fully repay us if we suffer any costs or losses of this kind. This also applies if you do not meet your responsibilities under this section.

If you misuse the services or get services from us without our permission, or do not meet your responsibilities under this section, we will be entitled to suspend the services or to end this agreement.

If a set-top box or a cable modem forms part of the equipment, you should take reasonable steps to make sure that, while it 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).

It is up to you to make sure that if minimum age recommendations apply to any part of the services, those services are not viewed by anyone below that minimum age.

For Internet access and interactive services, you are responsible for making sure that you do not use more than the storage you are allowed for web space and e-mail. We are not responsible for any negative consequences of your failure to do so.

11. Paying for your services

You must pay the charges for the services as set out in our price guides or as otherwise notified to you, together with any value added tax or other applicable taxes.

We can change the charges as set out in paragraph 13, but if we increase charges by more than 100%, you may be entitled to end this agreement. You can read more about this in paragraph 15.

All payments by you should be made to Velocity1 which will provide you with all necessary payment handling services. Velocity1 agrees to collect and process all payments made by you to it promptly and ensure that they are applied in settlement of the charges to which they relate. Velocity1 may charge you a separate service fee for collecting and processing such payments.

We may ask you to make initial payments, e.g. installation charge, and/or a deposit, either through a Velocity1 sales representative in person or over the phone through a Velocity1 telesales representative.

We will ask you to pay up front for any products purchased from Velocity1. Any refunds within 7 days of purchase will be entirely at Velocity1's discretion. You must ensure that your monthly payments are received by Velocity1 by the due date for payment shown on your bill. If you do not pay your bills on time, you will be liable to interest or other charges for your default. We may also charge you the full amount of any bill and you may lose any discount we have given you.

In the case of continued non-payment, we will suspend or cancel the services and charge you the reasonable costs of debt-recovery proceedings to recover any debt you owe under this agreement.

Bills:

Under this agreement, if you ask for any changes to the services we provide, these changes will be reflected in the altered charges in your first bill after the change and to your payments every month after that.

You will pay your bills by direct debit set up by Velocity1 on your behalf at the beginning of the contract.

If any Direct Debit of yours is cancelled or is not cleared by your bank or building society, we are entitled to charge you a default fee and suspend your services after providing you with a notification.

You can then make a payment for the bill via a credit card, or by Direct Debit. (Note that paying by credit card may incur a separate payment handling charge each month for processing your payment).

You will receive a bill via the email (provided to you by Velocity1), you will need to notify velocity1 to receive a paper bill instead of an email-bill. Velocity1 will provide you with a summary of your bill every month, to receive an itemized phone bill you will need to notify Velocity1 and you will incur a charge for this service.

You must provide us with a valid and current e-mail account to send you an email-bill. The accuracy of that e-mail address is entirely your responsibility. You shall remain fully liable for any bills of which notification has been sent to your e-mail address.

We reserve the right to refuse use of the E-mail bill service to anyone for any reason whatsoever in our absolute discretion. Further, we reserve the right to modify or discontinue (permanently or temporarily) the email-bill service to you or all recipients at our discretion.

You shall remain fully responsible and liable to pay any bills that we have notified you of regardless of whether or not you access that e-mail account and read the relevant e-mail, are disconnected from your e-mail account (for any reason and whether by us or otherwise) or for any other reason (other than our negligence) fail to read the relevant notification.

We will normally send reminders or will contact you by phone in the case of late bill payments. We are entitled to charge you interest at the yearly equivalent of 4% over Bank of Scotland's base rate for the whole period of any late payment. The interest is worked out daily.

If you want to change any of the services agreed to, we may charge you an administration fee. We will notify you of the amount of any such charge when you request the change.

We may ask for any deposit at any time (as we believe to be reasonable in the circumstances) as security for the equipment and in case you do not pay our bills or return our equipment. All or any part of this deposit may be used to pay any charges you owe under this agreement. We may (but do not have to) return your deposit after six months if you have paid your account for six months in a row without your services having been restricted, suspended or disconnected and you are not having to pay under a payment plan. Any such deposit is not connected to the installation fee all customers are required to pay.

We are entitled to carry out a credit check on you at any time. We will do this by making searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register. We may also check your details with fraud detection agencies and if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention.

Agencies - We may also reveal information on your payment history to the usual credit agencies. We also reserve the right to ask you for proof that you are the legal tenant or owner of the property you live in.

If at any time before or during the term of this agreement you fail to meet our credit conditions, we may do the following:

- A. Require you to make a payment (which shall be made to Velocity1) in advance for future line rental and usage charges;
- B. Enforce credit limits on you for any of our charges (to the extent we believe is reasonable in the circumstances), restrict the level of services we provide to you, only allow certain methods of payment and/or suspend some or all of the services at any time when you reach the limits until we have received the full payment of any charges you owe under this agreement;
- C. Demand a deposit from you.

12. Customer details and how we look after them

You must give us promptly and accurately all the information which may be needed so that we can perform our respective obligations under this agreement. You must also tell us immediately if any of your details change.

By having the services we provide installed in your home and/or by using them you are giving us your consent to use your personal information together with other information for the purposes of providing you with our services, service information and updates, administration, credit scoring, customer services, training, tracking use of our services (including processing call, usage, billing, viewing and interactive data), profiling your usage and purchasing preferences for so long as you are a customer and for as long as is necessary for these specified purposes after you terminate your services. We may occasionally use third parties to process your personal information in the ways outlined above. These third parties are permitted to use the data only in accordance with our instructions. Velocity 1 will use customer personal information only in accordance with the Data Protection Act 1988 (DPA).

We may also, subject to your consent, use your personal information to contact you with information about special offers and rewards. If you do not want us to contact you with special offers, please email us at sales@velocity1.co.uk and we will remove you from our mailing list. We will not make your customer details available to any third parties for marketing purposes, without your express consent.

By having our services installed in your home and/or by using them you consent to our transferring your information to countries which do not provide the same level of data protection as the UK if necessary for providing the services. If we do make such a transfer, we will put a contract in place to ensure your information is protected. We will also ensure that any arrangements to transfer information outside of the European Economic Area provide the adequate level of cover as prescribed in the DPA.

You have a right to ask for a copy of your information (for which we charge a small fee) and to correct any inaccuracies.

If you do not pay your bills for the services then we reserve the right to transfer your debt to a third party in which case we will also transfer your personal information to that third party for them to use in connection with the recovery of your debt. Such third party will take such action to recover your debt as they consider appropriate and, as the debt will have been handed over to them, will not be acting on our behalf or to our instructions.

13. Changing this agreement

You may add to or reduce the services you receive from time to time by contacting our Customer Care team. If you ask us to provide any extra services to you, you agree to accept those additional services for at least the minimum period that applies to them.

We may at any time improve, modify, amend or alter the terms of this agreement and/or the services and their content if:

- A. There is any change or amendment to any law or regulation which applies to us or the services we provide to you;
- B. We decide that the services should be altered for reasons of quality of service or otherwise for the benefit of our customers or, in our reasonable opinion, it is necessary to do so;
- C. For security, technical or operational reasons;
- D. The programming or content provided to us by any of our programme and service providers is altered;
- E. We decide to offer certain programmes as Pay-Per-View or programmes on demand;
- F. If the changes or additions are minor and do not affect you significantly or we wish to have all our customers on the same terms and conditions; or
- G. In all other events, where we reasonably determine that any modification to our system or change in our trading, operating or business practices or policy is necessary to maintain or improve the services which we provide to you.

However, you will have the right to cancel the affected services or end this agreement if the changes are significant, as described in paragraph 15.

We may change our respective charges at any time. We will publish any change in the monthly charges made by us on our website and we will do our best to give you notice of the change at least one month before the change takes effect. Any changes to our usage charges and tariffs will be published on our website and will be reflected on your next bill.

14. Suspending our services

We may suspend any or all of the services immediately without notice if:

- A. You have broken this agreement.
- B. If we need to carry out any maintenance, repairs or improvements to any part of the services or our system;
- C. We have to do so by law or in line with a contract;
- D. You go over any credit limit on your account;

- E. We have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the services and/or the equipment from us or at any time during the provision of the services and/or the equipment;
- F. We believe that you or another person at your home have committed, or may be committing, any fraud against us or against any other person or organization by using the services or equipment (or both);
- G. We do not receive a signed copy of the contract document from you within 30 days of installing your services; or, in our reasonable opinion it is necessary to do so.
- H. If we suspend the services because you have broken this agreement apply, we may make a charge to reflect the genuine costs in connection with suspending and restarting the services. In normal circumstances you will need to pay this charge before you can use the services again. You may also be liable for all charges for services during this period of suspension.
- I. If you act in way towards our staff or engineers in a way which we consider inappropriate.

For your protection (as well as ours) we may suspend the services if the number of calls or charges for calls made by you has increased to such an extent that it appears, in our reasonable opinion, that the services are not being used in a manner consistent with your previous use (i.e. someone else is accessing your phone in an unauthorized manner). We will make reasonable efforts to contact you before suspending the services but we are not liable for any loss you may suffer through this suspension. We will not reconnect the services until you confirm the increased usage is authorized and that you will pay the charges relating to that increased usage. We may also: ask you to make a payment of a

deposit (which shall be made to Velocity1) as security for your charges; or prevent you from making international calls and/or premium rated calls if in our reasonable opinion they form a significant proportion of your charges.

15. Ending this agreement

This agreement will continue until the end of the minimum period for each service you take. After the end of all relevant minimum periods, any party may end this agreement by giving the other 30 days' notice. You must pay any relevant usage charges and line rental up to the end of that 30-day notice period. You may also cancel a service after the end of its minimum period by giving us 30 days' notice.

If you end this agreement before the end of the minimum period for any of the services, you must immediately pay (to Velocity1) the balance of the line rental (if this applies) or the monthly charges (or both) that you would have paid for the rest of the minimum period for each separate service or bundle (based on the line rental and monthly charges that you are paying when your agreement ends).

If you cancel any but not all of your services before the end of their minimum period, you must immediately pay (to Velocity1) the balance of the line rental (if this applies) or the monthly charges (or both) that you would have paid for the rest of the minimum period for those services or bundle (based on the line rental and monthly charges that you are paying when you cancel those services).

If we increase our charges more than 100% under this agreement; or we make significant changes to the services so the services you are entitled to receive in return for the charges you pay are significantly altered or reduced; or we make significant changes to the terms and conditions of this agreement (including the other legal conditions), you may cancel those services affected without penalty by giving us at least 30 days' notice in writing. If you cancel any services in these circumstances, the increased charges will not apply to those services during the 30 day notice period and paragraph 6 will not apply if you cancel before the end of the minimum period. If you do not give us notice of cancellation within 30 days of any increase in charges or changes to the services or this agreement being notified to you or, if later, receipt of your first bill following such increase in charges, we will assume that you have accepted the increase in charges and the changes to the services and this agreement and you will no longer be able to cancel your services under this paragraph.

If we break the terms and conditions of this agreement, you are free to end this agreement. But we would like the chance to put things right first. So we'd ask you to give us reasonable time to do that before you end this agreement.

We may end this agreement immediately by giving you notice if our authority to operate as a public communications provider is suspended for any reason.

We may also end this agreement by giving you notice if we fail to reach commercial agreement to carry Velocity services with relevant 3rd party network owners and operators.

When this agreement ends or you cancel a service, we will deactivate (permanently switch off) any relevant equipment we supplied to provide the services. You will no longer be able to use the equipment.

Other rights, we reserve the right to bring proceedings against you for the return of our equipment

If this agreement is ended for any reason, or if any of the services are cancelled, we will be entitled to keep any money we hold (including deposits and advance payments), and to use that money to pay any obligation or debt you may owe under this agreement.

Where services are subscribed to via the internet, telephone, fax or by other means of a distance communication, customers may be entitled to a 7 day 'cooling off period'. This provides customers with a 7 working day period to cancel the services within a period ending seven working days after the day on which the contract is concluded. If however, we have not provided you with the applicable information relating to us and the services on or before the day on which the services commence the cooling off period ends seven working days after the day on which you receive such information from us. Notwithstanding the above, where we provide you with the applicable information relating to us and the services before the end of the cooling off period and you agree to the services commencing before the end of the cooling off period, then you have no right to cancel.

16. If you break this agreement

We, may end this agreement immediately if:

- A. You become insolvent or bankrupt, you enter into any arrangement with your creditors, or if any legal action is taken or threatened against your property;
- B. We believe that you or another person at your home have committed, or may be committing, any fraud against us or against any other person or organisation by using the services or equipment (or both);
- C. You have broken this agreement (including the other legal conditions) and, if you are able to put things right, you have not done so within seven days (or such other period as we specify) of our asking you to do so);
- D. We have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the services and/or the equipment from us or at any time during the provision of the services and/or the equipment;
- E. Any permission under which we are entitled to connect, maintain, modify or replace the equipment is ended for any reason;
- F. Required to comply with an order, instruction or request of Government, an emergency services organization or other competent administration or regulatory authority; or
- G. We are specifically entitled to do so under any other section of this agreement.

If you break this agreement and we choose to overlook it, we can still end this agreement if you break it again.

If we end this agreement because you have not paid the charges which you are liable to pay under this agreement during any relevant minimum period, we will be entitled to charge you the balance of the line rental (if this applies) or the usage charges (or both) that you would have paid for the rest of the minimum period of the relevant services on

top of any other charges you are liable to pay under this agreement. Also, if we discover that you have used services from us without our permission at any time, we will also be entitled to charge you for any line rental or usage charges relating to those services.

If you break this agreement by committing fraud or any other criminal activity, we will report you to the police, who may take legal action.

17. Moving home

If you move to another address where our network is already installed, you may ask us to transfer the services to your new address. You must give us at least one month's written notice to do this, but we cannot guarantee that we will be able to provide you with the services at your new address.

If you move to another address during any minimum period paragraph 6 will apply, unless you continue to receive our services at your new address.

If we agree to provide the services to your new address, you will have to pay a service transfer charge to Velocity1. Details of our service transfer charge are set out in our price guides. We will also send you a new contract for the services at your new address and you will have to keep the services for the minimum period. The service start date will be the date that we install the services at your new address. You may not be able to keep your phone number if you move house.

18. Visiting your home

You authorize us to install and keep installed our equipment on your home and you agree that we and our employees, agents or contractors may enter your home so that we can: carry out any work that is necessary for us to connect, maintain, alter, replace or remove any equipment necessary for us to supply the services that you and others have asked for; and inspect any equipment (like your TV or computer) including our equipment which you may keep there. We agree to cause as little disturbance as reasonably possible when carrying out any work at your home.

We agree to repair, to your reasonable satisfaction, any damage that we, our agents or contractors may cause at your home.

You agree not to do anything, or allow anything to be done, at your home that may cause damage to or interfere with the equipment or prevent use or easy access to it.

You confirm that you are:

- A. The current occupier of the home; and
- B. Either the freeholder of the home or a tenant with a lease of 12 months or more;
- C. If you are a tenant with less than 12 month's lease, we may refuse you services, or charge you an additional amount, on the basis that you will not be able to meet our minimum period.

We cannot normally be required to remove permanent installations if you terminate this agreement or move from your home.

19. Our liability to you

We will not be liable to you for:

- A. Lost or destroyed data;
- B. Any economic 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;

C. Direct physical damage to your property unless it has been caused by our negligence or the negligence of our employees, agents or contractors while acting in the course of their employment with us; and

D. Any indirect and consequential loss and loss of direct or indirect profits or data.

When we carry out any obligation under this agreement, our duty is to exercise the reasonable care and skill of a competent service provider.

We will not be liable to you for the accuracy, completeness, fitness for purpose or legality of any information accessed, received or transmitted using the services, or for transmitting or receiving, or failure to transmit or receive, any material through the services.

If you deal with any other organizations using our services (for example, by buying or renting goods or services from them or ordering goods from other organizations 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.

We accept no responsibility for the contents of any material from other organizations, which may be accessed through the services. We also reserve the right to block access to any such information (including newsgroups).

Our total liability to you under these terms and conditions whether in contract, tort (including negligence) or otherwise shall not exceed, in any contract year, (i) the sum of twice the total fees payable by you to us or (ii) £1000, whichever is greater.

Nothing is intended and nor shall it be construed as an attempt to exclude or limit liability which cannot be excluded or limited under applicable law, including without limitation liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

20. Matters beyond our reasonable control

We will not be liable for failing to do what we promised under this agreement if we are prevented from doing so by something outside our reasonable control which will include (but is not limited to): lightning; flood or severe weather conditions; fire or explosion; civil disorder; damage or vandalism to our network or equipment; terrorist activities; war; actions of local or national governments or other authorities; or industrial disputes.

21. Notices

Any notices we, Velocity1, or you give to each other must be in writing and be delivered by hand, or sent by fax or ordinary post, to you at your home or to us at the address set out in your Welcome Pack. Any notice period will start from the day on which the notice is delivered if it is sent by hand, from two working days after the date it was posted, if sent by ordinary post, or from the date of successful transmission if it is sent by fax.

22. Transfer of agreement

This agreement is personal to you and you may not transfer your account or any of your rights and responsibilities under this agreement without our written agreement. For business reasons we may transfer any of our rights and responsibilities under this agreement without your permission.

23. Intellectual Property

Title to and all intellectual property rights (including, without limitation, the copyright) in the equipment and any and all software or hardware systems required to use and operate, or which form part of, any of the services are the exclusive property of Velocity1 or its licensors. Your right to use the equipment and any such software and hardware systems are subject always to these terms and conditions and you agree not to use the equipment and any such software and hardware systems for any purpose other than using and accessing the services. You have no right whatsoever to copy, adapt, reverse engineer, decompile, disassemble, modify or adapt the equipment or any such software and hardware systems in whole or in part.

You acknowledge that by posting materials on the Velocity1 website you grant to us and our licensors and assign to us an irrevocable, perpetual, royalty free, worldwide license to use the materials both within the Velocity1 website and in any other manner. The license extends to copying, distributing, broadcasting, and otherwise transmitting, and adapting and editing the materials.

24. The Law and how we resolve your complaints

This agreement will be governed by English law. Any disputes will be conducted within the exclusive jurisdiction of the courts of England and Wales.

We are fully committed to addressing all complaints, fully and fairly, and in a reasonable time frame. If you'd like to find out how we do this, please see our website or ask our team.

25. GLOSSARY

The words in bold throughout this agreement have the following special meanings:

A. 'agreement'

the terms and conditions set out in this document, the other legal conditions, together with all the details set out in any contract document we ask you to sign.

B. "DPA"

The Data Protection Act 1988

C. 'equipment'

any telecommunications or other equipment we supply to you as an essential part of providing the services (including upgrades and replacements). This may include (but is not limited to) any cable modem, ADSL modem, set-top box, remote controls, cables and ducts. This does not include SCART leads, batteries or other accessories for which you may have to pay additional charges, nor does it include any equipment which you may purchase from a supplier recommended by us or an alternative supplier. This is referred to as 'additional equipment'.

D. 'home' the residential address where we or you install the equipment and to which we agree to supply the services.

E. 'interactive services' the interactive services and e-mail services we make available through a set-top box and your television.

F. 'Internet access'

Internet access provided by us as part of our services, whether by way of high-speed Internet connection (whether through our system, via your BT line using ADSL technology or otherwise) or by dial-up Internet access through a phone line.

G. 'minimum period'

the minimum period that you must keep a service, starting from the service start date. For example, unless you are told otherwise by us, you must keep the phone service, the television service and the broadband service for 12 months from the service start date in each case. We may change the minimum period for any service but this will not affect you if you have already subscribed to that service.

H. 'minimum specifications'

the minimum specifications required to use the services as set out on the Velocity1 website or as we tell you from time to time.

I. 'normal working hours' these are 9am to 5pm on Monday to Friday. These hours may change.

J. 'Order date' the date you ordered the services from us.

K. 'other legal conditions'

as well as the terms and conditions set out in this document, there are additional terms and conditions, for example privacy policy and fair use policy which apply to your services as published by us on the Velocity1 website or which can be accessed through the services, as updated by us from time to time. If there is any conflict between the other legal conditions and the terms and conditions in this document, the legal conditions in this document will apply.

L. 'Pay-Per-View' or 'programmes on demand'

a programme or service which is offered for sale to you as an individual purchase either at specific start times (Pay-Per-View) or on demand (programmes on demand).

M. 'price guides' our current list of charges for each of the services, as shown on the Velocity1 website

N. 'public communications provider' means a public communications provider as set out in section 151 of the Communications Act 2003.

O. 'service start date' the first date on which each service is available for you to use or, where no installation is required, the earlier of the date your service is activated or seven days from the order date.

P. 'services'

the services you have ordered including any new, extra or substitute services which we agree to supply you at a later date.

Q. 'system' an electronic communications system or network.

R. 'Velocity1 website' or 'website' our website at www.velocity1.co.uk or any other website address we may tell you about.

S. 'working days' days other than Saturdays, Sundays and public holidays.

Velocity1 Limited (company number 062240919) is registered in England. The registered office address is:

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