

CONDITIONS FOR KC AT HOME SERVICES

These are the conditions of an agreement for us to provide you KC At Home services.

Words with special meanings (like “services”) are defined at the end. If there is anything that you are not sure about, we will be happy to explain. Please phone Customer Services or write to us. Our contact details are at the end of these conditions.

1. What services we will provide

- The services you receive as part of your KC At Home service will be as described in the Price Manual.
- We will do our best to give you the services with the quality you could reasonably expect from a competent communications company.
- You must comply with any conditions or any service restrictions that apply to your service that are set out in the Price Manual.
- We may publish or agree to standard target times by which you should be connected to our services. We will do our best to connect you by these times. We will work out these times from the date we receive:
 - your order;
 - any deposit or advance payment we have asked you for; and
 - any information we have asked you for.
- Where your KC At Home service gives you the benefit of discounted calls on your residential exchange line or an increase in your monthly usage allowance on your broadband service, your agreement(s) for those services will be varied to take account of this. If you cancel your agreement with us for the provision of the telephone services or the broadband services you acknowledge that we will not be able to continue to offer you discounted calls or increased monthly usage allowance as part of your KC At Home Services.
- Where your KC At Home service gives you the benefit of discounted KCOM Care, your agreement with us for the provision of KCOM Care will be varied to take account of this. If you cancel your agreement with us for the provision of KCOM Care you acknowledge that we will not be able to continue to offer you a discount.

2. When your agreement starts

- We will normally reach agreement with you by phone. We will then send you a letter confirming the details of your service and giving you instructions on how to start using the service. Your agreement will start when we send this letter and you have paid any deposit or advance payment that we have asked for.

3. Your right to cancel

You have a limited statutory right to cancel your agreement, any equipment you have purchased from us and any service you have agreed to take as set out in our Consumer Rights Information document on our website. You will have the same rights if we agree to a material upgrade to your services.

4. How long your agreement lasts and how it can end

Minimum period

Your agreement with us will last for at least the minimum period, which is 18 months unless we have written to tell you differently.

During the minimum period

During the minimum period;

- if you break any of the conditions of your agreement and carry on breaking the conditions after we have asked you not to we may end your agreement immediately;
- if you end your agreement during the minimum period, you will have to pay the early termination charges described in the Price Manual.
- you will not have to pay any early termination charges if you have ended your agreement because we have made a significant increase in our charges or we have not provided the services for more than four weeks.

Changing your KC At Home service

- With the exception of the Broadband Boost and Broadband Install services, you may be able to change to a different KC At Home service at any time by calling Customer Services.
- If you change to a different KC At Home service you may have to pay an additional charge, as described in the Price Manual.

After the minimum period

After the minimum period your agreement will carry on automatically until either of us sends a letter to the other to say it will end. Your agreement will end one month after the date of the letter unless the letter gives a later date. If you break any of the conditions of your agreement, we may end it immediately.

General

If you break any of the conditions of your agreement we may suspend all or part of the services, instead of terminating the agreement. If we do suspend any services we provide to you, we will not provide them again until you do everything that you agreed to do in your agreement with us or we are certain that you will not repeat any similar breach of the conditions in the future.

What happens if you move out of your property?

If you move out of your property and want to end your agreement, you must write and tell us:

- * that you are moving;
- * the date you are moving; and
- * an address where we can contact you.

If you do not tell us or we think that you no longer live in or own your property, we will do what we can to find you.

5. Restrictions and exclusions

Residential use

- Your KC At Home services are intended for residential use. KC At Home services are intended for use with KCOM residential telephony and broadband services. KC At Home services are not available for use with KCOM business telephony and broadband services. You acknowledge that a significant part of the KC At Home services will not be available for use if you end your agreement with us for your KCOM residential telephony and broadband

services. If you end your agreement with us for residential telephony and broadband services you shall have the right to cancel your agreement with us for the KC At Home service but you will have to pay an early termination payment to us if you end your agreement during the minimum period

Exchange line

- Your KC At Home service will only cover the KCOM residential exchange line you have selected for cover and (where included) the broadband service you receive over that residential exchange line. We will not provide KC At Home services in relation to other residential exchange lines or broadband services unless they are covered by additional KC At Home services.

Restrictions on what you can do

- You must not allow any third party to use the services we provide to you on a permanent or regular basis. In particular you must not resell any of the services we provide to you.
- You must use your KC At Home services in accordance with any safety instructions that we may give you.

Exclusions from service

- Your KC At Home service will be subject to the service exclusions set out in the Price Manual.

6. Equipment

If we provide equipment to you as part of your service, you will be responsible for looking after the equipment from the time it is delivered to your property. You will be responsible for arranging insurance cover for the equipment if you think this is necessary.

If we provide equipment to you as part of your service, the equipment shall remain our property until the expiry of the minimum period. If you have paid all of the charges, you will take ownership of the equipment we have provided on the expiry of the minimum period. If the service is cancelled during the minimum period you will take ownership of the equipment we have provided when you have paid any early termination payments that apply, as described in the Price Manual.

When you take ownership of any equipment, we will assign the benefit of any product warranties given by the manufacturer or supplier of the equipment to you.

Where any software is provided with any equipment or otherwise as part of the service, you will be bound by and will comply with, and not put us in breach of, any applicable third party licence terms (whether presented on or with the software or otherwise), and any other licence terms that we or any third party licensor make you aware of from time to time.

7. Information we hold about you

You agree that your personal data may be processed by us, by other companies within our group and by selected third parties processing data on our behalf, in accordance with our Privacy Policy (available on our website) as updated from time to time. Such may include processing and transferring data outside the European Economic Area. This paragraph serves as your consent to us processing your personal data in the ways set out in our Privacy Policy.

We want to market the communications services we offer to you as well as we can. In particular, we want to keep you better informed about things that may be of interest to you, such as any discounts that are available. To do this effectively, we process information about the way that you use our services. This includes information relating to the size and make up of your bills, the numbers you call, and the times at which you make calls. We would like to continue to give you all the benefits that this processing provides. However, if you would like us to stop using the information we hold about you in the ways we have described in this paragraph, and have not previously told us about this, please write to Customer Services, KCOM, 37 Carr Lane, Hull HU1

3RE, call us on 01482 602555 or amend your marketing preferences in www.kcomhome.com/account (if such option is made available to you). If you do not contact us and have not previously registered an objection, we will assume that you are happy for us to continue with all of these activities.

8. Charges

Our systems

- Our call recording and billing systems have to meet standards of accuracy that are set by independent organisations. So, unless we can see an obvious mistake we will assume that your bill is accurate.

Receiving a bill

- You can register to view your bills online at www.kcomhome.com/account (“KCOM Home”). Additional terms and conditions shall apply in respect of your use of KCOM Home, as detailed on KCOM Home.
- If you are registered to use KCOM Home, we will send an email notifying you that your bill is available to view through KCOM Home. We will send the email notification to the email address you have provided during your registration to use KCOM Home. You must provide us with a valid email address for this purpose and notify us of any change to your email address through KCOM Home or by contacting Customer Services. Any email notification that we send to you, to the email address provided by you during your registration to use KCOM Home will be deemed to have been received by you.
- We reserve the right to send a paper bill to you for any reason, as we may deem appropriate. This may include such circumstances as our receipt of non-delivery of the email notifying you that your bill is available to view through KCOM Home.

What you must pay us

- You must pay our charges for the services as detailed in our Price Manual. Our Price Manual is published on our websites. You can also see a copy of our Price Manual by calling in at our offices on Carr Lane, Hull during our normal working hours.
- Where any special offers or discounts apply to the services you have taken, the charges you pay will be varied to take account of this.
- You must pay for any calls or internet usage made using the services whether you have used the service or someone else has.

VAT

- Unless our Price Manual says different our charges do not include VAT. We will add VAT to your bill.

When you must pay our charges

- You must pay any deposits and advance payments when we ask for them. You should pay any other charges (including any late payment fee) as soon as you receive your paper bill or as soon as you receive notice that your bill is available to view through KCOM Home. We will normally send your bills to the address you have asked us to send them to. We may agree to give you more time to pay, but this won't affect any of our rights under your agreement.

You will normally receive your bill for the charges for your KC At Home service once every month for the month to come.

- If you think there is a mistake in any of the bills that we send to you, you should contact Customer Services. However, you will still have to pay all of the charges that are correctly stated in the normal way.

How you can pay our charges

- You can pay your bills by any of the following methods;
 - you can pay by cash at our Customer Services Centre in Carr Lane, Hull;
 - you can pay by using the PayPoint scheme that allows you to pay your bill in full at any shop displaying the PayPoint sign
 - you can send a cheque to us at the address given in Section 21; or
 - you can pay by Direct Debit.
- We may give a discount to Customers who choose to pay their bills by Direct Debit, as set out in the Price Manual.
- For customers making payment by Direct Debit, we adhere to the Direct Debit Guarantee.

Changes to our charges

- We can change the charges in our Price Manual at any time. Such changes may be necessary to take into account any changes we make to the services we provide to you, any changes to the agreements we have with third parties that enable us to supply our services, or changes to any relevant laws, regulations or codes of practice We may have to let OFCOM know of any changes before we make them. We must also let you know the details of these changes as soon as possible, or within any time limits that OFCOM agrees to.
- We will announce any changes to our charges through one or more of the following means:
 - we will publish details as soon as possible on our websites;
 - we may include details of such changes on your bill;
 - we may send notice to you by email, if you have registered an email address with us; or
 - we may send notice to you by post.

You accept this as adequate notice. You will also be able to get details of any changes to our charges by calling Customer Services.

If the changes we make to our charges are significant, we will announce the change in this way at least one month before the changes take place.

If the changes we make to our charges have the effect of causing a significant increase to the amount you pay for using our services, you will be able to cancel your agreement. You can do this by contacting us in one of the ways described in Section 21. You will only be able to cancel your agreement in this way during the first two months after we announce the relevant change.

If you exercise this right to cancel your agreement, you will not have to pay any early termination charges. However, you will have to pay our charges for the service you have taken up to the termination date.

Late payment

- If you are late in paying any of our charges we shall charge you a late payment fee, as detailed in the Price Manual. This will apply if you fail to pay the full amount due by the due date as detailed in your bill.

- If you dispute any of our charges (in full or in part), you must notify us immediately and no later than 14 days of the invoice date, giving full reasons for your dispute. We may contact you to discuss the matter further and shall use all reasonable endeavours to resolve the dispute quickly.
- We will suspend any late payment fees in respect of the charges you have disputed for as long as it takes to resolve your dispute, provided you pay any undisputed charges (including the balance of any invoice disputed in part), in accordance with this Section 8.
- If we are unable to resolve your dispute, you may refer the matter for resolution using our Complaints Code of Practice, as detailed in Section 14.

Bounced cheques

- We may charge you for the extra administration costs and bank charges we have to pay if you pay us by cheque, standing order or another similar method and your bank refuses to make the payment.

If we suspend the service or your agreement ends

- If we suspend or restrict the services because you have broken the conditions of your agreement you must still pay the charges during the period of suspension.
- If you end your agreement during the minimum period that applies to your KC At Home service, you may have to pay an early termination charge, as described in the Price Manual.
- If you have paid any charges to cover time after the services end, we will either repay you or put the amount towards any money you owe us.
- You must pay all charges for the services until the date we stop providing them.

Deposits and payments in advance

- We may ask for a deposit either before or during the time that we provide the services. We will keep the deposit until the end of the minimum period that applies to your KC At Home service. However, we may keep your deposit until you have paid us everything you owe us and/or our services end. We may put it towards any amounts you owe us.
- We may ask you for a payment in advance as well as or instead of a deposit. This payment will not be more than the total charges for the services over the first year. We may put all or some of your advance payment towards charges which you may owe us in the future.

9. Your responsibilities

Letting us into your property

- If our engineers need to get into your property, and they can show you their KCOM identity card, you must let them in. They will take reasonable care not to damage your property. We will not be responsible for doing any redecoration work that is necessary after we have provided the KC at Home services.
- If someone else needs to give their permission for our wires to cross their property, or for any of our equipment to be fitted, you must get their permission for us.
- If we arrange an appointment with you to repair a fault or install equipment at your premises and you are not in when we call, you agree to pay the relevant charge detailed in our Price Manual.

Connecting and using your equipment with our network

You must make sure that the equipment you use with your exchange line or broadband service, or any equipment that you ask us to connect to your exchange line or broadband service, is in good

working order and suitable for use with our services. In particular, we recommend that you only connect, or ask us to connect, equipment to your exchange line or broadband service that carries either a "CE" mark or, for certain equipment purchased before April 2001, an "Approved" label confirming that it complies with any relevant European standards.

If your equipment is not in good working order and suitable for use with our services, you acknowledge that we may need to abort the installation and/or connection services and that you may be charged a fee for this in accordance with the Price Manual.

You must not tamper with our wiring or termination point.

If the KC At Home services you have asked for need a mains electricity supply, you must provide and pay for electricity sockets and any extra equipment. We will tell you if you need to do this.

10. Extension wiring

Anything that you connect to the termination point (including telephones and extension wiring) is your responsibility unless we have agreed to be responsible for it as part of the KC At Home Services.

At your request, we will install extension wiring and additional telephone points at your property as part of the KC At Home Services. We will charge you for providing this service at the rates set out in our Price Manual. Alternatively, you may wish to make your own arrangements for carrying out this kind of installation work. If you do this, you must follow our extension wiring guidelines. You can obtain further advice by calling Customer Services.

We will maintain the extension wiring and telephone points located in your property without making any additional charge to you in the following circumstances:

- we will always maintain the termination point located on your property, as this forms part of our network; and
- where we have installed any extension wiring at your property as part of the KC At Home Services, we will maintain that extension wiring until such time as your agreement for the KC At Home Services terminates.

In all other circumstances we will charge you for the time of our engineers in providing maintenance services to you for your extension wiring and telephone points at the hourly rates set out in our Price Manual. Where we are not under an obligation to maintain your extension wiring, we shall not be responsible for any problems with services that your extension wiring may cause.

11. If you break your agreement

Termination for breach:

We may suspend the services or end your agreement immediately if:

- you do not pay a bill, deposit or advance payment in accordance with these conditions or when we ask you to do so;
- we believe you are using the services in ways that are prohibited under this agreement ; or
- you break any of these conditions or the conditions of any other agreement with us.

If we choose to suspend the services as a result of your breach and we agree to recommence the provision of services to you following your breach, we may ask you to pay a deposit (please see Section 8).

Termination for bankruptcy or insolvency

You must notify us immediately if your financial position changes. You must send full details of any bankruptcy or insolvency proceedings against you, or if you have an administrative receiver or any

other person appointed to deal with your affairs. You will need to notify us if any unpaid balance on your account is subject to the proceedings.

We may suspend the services or end your agreement immediately if:

- a bankruptcy petition is made against you or you are a discharged bankrupt;
- you enter into a voluntary agreement with your creditors;
- you fail to notify us that any such proceedings have commenced against you.

If we suspend the services as a result of your bankruptcy or insolvency and we agree to recommence the provision of services to you following your bankruptcy or insolvency, we may ask you to pay a deposit (please see Section 8).

If you are declared bankrupt or insolvent and we agree to provide the services to a receiver or another third party who is appointed to deal with your affairs, we may ask such third party to provide an undertaking for our benefit that they will agree to perform your obligations under these conditions, including the obligations to pay us for the provision of the services, during such time as the third party has control over your affairs and/or pay a deposit. We are entitled to refuse to supply services to you or any third party appointed to deal with your affairs, unless that third party agrees to enter into such undertaking or pay the deposit, if required.

12. Law

This Agreement is governed by English Law and the decisions of the English Courts.

13. Complaints

If you want to complain about the services, please contact Customer Services. We will try to deal with your claim quickly and sympathetically as set out in our Complaints Code of Practice. This is available on our websites.

14. Settling disagreements

If we cannot sort out your complaint or you have any other disagreement with us about the services, you can ask the Communications Ombudsman Service to carry out an independent review and adjudicate on the matter. You will find details of how to apply to the Ombudsman Service in our Complaints Code of Practice which is available on our websites.

15. Our responsibilities to you

- Where you experience faults or problems with the services, the maximum that you will be able to claim from us will be equal to the total amount of our charges for the provision of the services to you during the previous 6 month period.
- We will not be responsible for any economic loss such as loss of contracts, loss of earnings, profits, data or business.
- Notwithstanding anything else in this Section 15, we will always take responsibility if you or someone else is injured or dies because we have been negligent or for any other matters for which we cannot legally exclude our responsibility.
- This agreement contains all of your and our rights and obligations. However there are laws designed to protect you against a faulty service. These laws are included in the agreement only where English law says they must apply.
- Each part of this agreement that excludes or limits our responsibility operates separately. If any part is disallowed the other parts will still apply.
- The parts of this agreement that exclude or limit our responsibility will also operate in the unusual event that our employees or contractors are negligent in carrying out their duties.

16. Changing the KC At Home service

The following paragraphs apply to all changes except for changes to charges. For changes to charges, please see Section 8.

We can change the general terms and conditions that apply to your agreement and we can change the product description and/or withdraw, update or vary products and their specifications at any time and for any reason. Such changes may be necessary to take into account any changes to the KC At Home services we provide to you, any changes to the agreements we have with third parties that enable us to supply our services, or changes to any relevant laws, regulations or codes of practice. We may have to get OFCOM's approval for certain changes.

We will announce any changes to your agreement through one or more of the following means:

- we will publish details as soon as possible on our websites;
- we may include details of such changes on your bill;
- we may send notice to you by email, if you have registered an email address with us; or
- we may send notice to you by post.

You accept this as adequate notice. You will also be able to get details of any changes by calling Customer Services.

If the changes we make to your agreement are significant, we will announce the change in this way at least one month before the changes take place.

If the changes we make to your agreement have a significant effect on the KC At Home services or the way in which you use the KC At Home services, you will be able to cancel your agreement. You can do this by contacting us in one of the ways described in Section 21. You will only be able to cancel your agreement in this way during the first two months after we announce the relevant change.

If you exercise this right to cancel your agreement, you will not have to pay any early termination charges. However, you will have to pay our charges for the service you have taken up to the termination date.

If we want to change terms and conditions or product details that only apply to you, we will write and tell you at least one month before the change takes place.

You may ask for a change to the services at any time. We may ask you to send your request to us by letter. If we agree to the change you have requested, we will tell you the date the changes are effective from.

17. Transferring your agreement

- You must not transfer your agreement or any part of it, to anyone else unless we say that you can.
- We may transfer your agreement to someone else. We will not do this without asking you if doing it will weaken your rights.

18. Notices

If either of us needs to give a notice to the other under your agreement, the notice must be delivered by hand or sent by first-class mail to:

- **you** - at the address which we provide your services; or
- **us** - at KCOM, 37 Carr Lane, Hull, HU1 3RE.

Please address any notice you send to us to Customer Services.

19. Matters that we cannot control

We will not be responsible if we cannot carry out our side of the agreement because of things that we cannot control. These include natural events such as flooding or bad weather, civil disorder, war, terrorism, national or local emergency, and the acts of negligence of other people or organisations that we are not responsible for.

20. Joint responsibility

If you want the agreement to be in the names of more than one person, all of those people will be responsible for paying charges together and separately. This means that if any of them do not pay their charges, we can get the payment of all of the charges from any of the other named people.

21. Contact us

You may contact Customer Services on 01482 602555. The Customer Service Team is available Monday to Friday, 9am – 7pm and Saturday 9am – 5pm.

You can write to us at KCOM, 37 Carr Lane, Hull, HU1 3RE.

22. Definitions

In these conditions, the following words have the following meanings:-

Agreement	The agreement between you and us to supply the KC At Home services;
Broadband connection	The residential broadband service you receive over the KCOM residential exchange line you have selected to benefit from the increased monthly usage allowance (if applicable) as part of the KC At Home service.
Equipment	Equipment we provide to you as part of the service;
Exchange line	The equipment on our network which connects your property to the exchange we use to supply the services;
Extension wiring	Wiring installed at your property that allows you to connect further telephone points to the termination point. This wiring is your equipment and does not form part of our network;
Minimum period	The minimum period that applies to your KC At Home service. this will be eighteen months, unless we have written to tell you differently;
Monthly usage allowance	The usage included with any service, as detailed in the Price Manual;
Network	The public communications networks we use to provide the services, which may include communications networks operated by other companies;
OFCOM	The official regulator of the communications industry in the United Kingdom;
Price Manual	The Price Manual containing details of our services and charges, as updated from time to time. Some of the charges set out in the Price Manual are registered with OFCOM. If you would like to see a copy of the Price Manual please contact Customer Services or visit our websites;
Property	Any place (including a room or part of a building) which you own or live in. It may include more than one site or building if:

	<ul style="list-style-type: none"> • you own or live in all the sites or buildings; and • the distance between the boundaries of the two sites or building which are furthest away from each other is not more than 400 metres;
Services / KC At Home Services	Your KC At Home service, as described in the Price Manual;
Telephone Point	A phone socket or any other device which allows you to connect your equipment to either an exchange line or extension wiring;
Termination Point	The telephone point which we install at your property and at which your exchange line terminates;
Website	Our website at: www.kcomhome.com , as may change from time to time;
We, us, our	KCOM Group PLC;
You, your	The person who asks us to provide the services and who is responsible for the charges. This includes anyone we think is acting for you and your personal representatives if you die. It does not include a person who just makes a call.;
Your PC	The personal computer that you connect to or use with your residential exchange line or broadband connection.
Your equipment	Any equipment that is not part of our network and which you use or plan to use with your services.