highlandbroadband.com

0330 236 9900

Suite 2, Ground Floor Orchard Brae House
30 Queensferry Road, Edinburgh, EH4 2HS

TERMS AND CONDITIONS

1 – THESE TERMS

1.1 – What these terms cover

These are the terms and conditions on which we supply our Services and related Equipment (the "**Terms**").

1.2 – Why you should read them

Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide the Services and Equipment to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you would like to discuss these terms, please contact us to discuss at 0330 236 9900, or support@highlandbroadband.com.

We reserve the right to update these terms and conditions from time to time and at our own discretion.

1.3 – Definitions

In these terms and conditions, the following definitions will apply:

"**Access Point**" means the point of access to the property or building for the purposes of broadband installation as specified in the Order;

"**Broadband Services**" means the broadband services to be provided by us to you in line with our Service Levels indicated in the Confirmation Email;

"**Business Customer**" means any customer that is planning on using the Broadband Services as part of the operation of any business venture;

"**Confirmation Email**" means the email from us to you confirming your Order for the Services, which shall set out certain key information, including the products and tariffs, your name and address, our name and address, your contract start and end dates and your connection type;

"**Cooling-Off Period**" means fourteen (14) days from the Installation Date;

"**Customer**" or "**you**" means the customer purchasing Services from us in accordance with these terms and conditions, whether as a Business Customer or a Domestic Customer;

"**Domestic Customer**" means any customer that is a private individual and is not using the Services to operate a business venture of any kind;

"**Equipment**" means any routers, cabling, radios, antennae or any other equipment, as applicable, supplied by us for the purposes of providing the Services;

"**Initial Term**" means a period of twelve (12) months or twenty-four (24) months commencing on the Installation Date as indicated in the Confirmation Email;

"**Installation Costs**" means the costs associated with installation of the Equipment, as set out on the order confirmation email which we shall issue to you upon receipt of your order;

"**Installation Date**" has the meaning given to it in Clause 7.2;

"**Order"** means your request for us to provide you with our Services;

"**Plume**" means Plume Design, Inc. a company incorporated in California and having its place of business at 290 South California Avenue Suite 200 Palo Alto, CA 94306 United States;

"**Property**" means the property at the address, provided by the Customer, where we will provide the Service;

"Services" means either, or a combination of, the provision of Broadband Services and VoIP Services;

"**Smart Wi-Fi**" means the smart Wi-Fi technology offered by us in partnership with Plume;

"**Social Tariff**" means the monthly tariff which Customers may qualify for if in receipt of means-tested benefits;

"**Substantial Delay**" means a delay of a period of more than 30 days after the agreed Installation Date;

"**VoIP Services**" means voice over internet protocol phone services which is to be used as a voice operated landline;

"**Tariff**" means the monthly amount payable by you for receipt of our Services and the use of Equipment;

"**Website**" means www.highlandbroadband.com.

2 – INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 – **Who we are**

We are Highland Broadband Networks Limited (LBN), a company registered in Scotland with Company Number SC494551 and having our registered address at Suite 2, Ground Floor Orchard Brae House, 30 Queensferry Road, Edinburgh, United Kingdom, EH4 2HS ("**we**", "**us**" or "**our**"). Our registered VAT number is 213 4522 48.

We trade under the business names "Lothian Broadband" and "Highland Broadband".

2.2 – **How to contact us**

You can contact us by telephoning our customer service team at 0330 236 9900; or by writing to us at Highland Broadband Networks Limited, Suite 2, Ground Floor Orchard Brae House, 30 Queensferry Road, Edinburgh, EH4 2HS.

2.3 – **How we may contact you**

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order. If these details change or are incorrect, you should notify us as soon as possible.

2.4 – **"Writing" includes emails**

When we use the words "writing" or "written" in these terms, this includes email communication.

3 – OUR CONTRACT WITH YOU

3.1 – **How we will accept your order**

Our acceptance of your Order will take place when:

1. you complete your Order through our Website and we send you a Confirmation Email that we have accepted your Order; or
2. you complete your Order over the telephone and we send you a Confirmation Email that we have accepted your Order; or
3. you complete your order with one of our field sales team and we send you a Confirmation Email that we have accepted your Order,

at which point a contract will come into existence between you and us. The Order together with the Terms forms the binding contract (the "**Contract**") between you and us.

3.2 – **If we cannot accept your Order**

If we are unable to accept your Order, we will inform you of this within a reasonable time of us becoming aware that we are unable to accept your Order. We will not charge you for your Order if we are unable to accept it. This may be because:

1. we are unable to provide the relevant Services in your area; or
2. we have identified an error in the price or description of the Equipment or Services; or
3. we are unable to meet a delivery deadline you have specified, or
4. there has been another unforeseen issue which has prevented us from being able to accept your order.

3.3 – **Your Customer Number**

We will assign a customer number to your Order and tell you what it is when we accept your Order. Please use the customer number whenever you contact us about your order.

3.4 – **We only sell to the UK**

Our Website is solely for the promotion of our Services in areas in which we operate a broadband network. Unfortunately, we cannot accept orders from addresses outside an area covered by our broadband network.

3.5 – **How long is your Contract with us?**

Your Contract with us shall begin on the Installation Date and will continue for the Initial Term, unless the contract is ended earlier in accordance with Clause 3.7, Clause 8 or Clause 10.

3.6 – **What happens at the end of the Initial Term?**

At the end of the Initial Term, unless you give us 30 days' notice to terminate the Contract in writing, your Contract shall continue with us on a rolling monthly basis until you choose to bring the Contract to an end in accordance with Clause 8, or the Contract is terminated by us in accordance with Clause 10.

The applicable tariff for the Services at the end of the Initial Term will be the monthly rolling tariff linked to our published tariff rates at that time unless and until you enter into another fixed term contract for Services at which point the tariff will be set out in the confirmation email applicable to the new contract.

Unless otherwise set out in these Terms, you shall not be entitled to end the Contract before the expiry of the Initial Term.

3.7 – **Cooling-Off Period**

You have a legal right to cancel your Contract during the Cooling-Off Period. This means that during this period you are entitled to cancel your order for the Services for any reason or if you change your mind. To cancel your order, you just need to notify us of your decision to cancel within the Cooling-Off Period and you will receive a refund of any funds already paid for the Services (less any charges in respect of Services which you have used and a reasonable cost for delivery and installation). Full details of charges can be found at www.highlandbroadband.com/charges.

We will process any refund due to you as soon as possible and, in any case, within 30 calendar days from your notice of cancellation. Where possible we will refund you using the same payment method that you used for the original payment.

Once you have cancelled within the Cooling-Off Period, you are responsible for returning any Equipment to us without undue delay, using the returns method provided. Failure to return the Equipment within 30 calendar days may result in a charge. See clause 9.2 for more details.

After the Cooling-Off Period has expired, you may only terminate your Contract in accordance with Clause 8.

4 – OUR EQUIPMENT AND SERVICES

All Equipment remains the property of Highland Broadband at all times and is provided to you for the provision of the Services.

4.1 – **Equipment may vary**

The images shown on our Website or on print material of the Equipment which we use to deliver the Services are for illustrative purposes only. Whilst we have made every effort to ensure that the images of the Equipment are accurate, the Equipment may vary slightly from those images. We shall not be liable for any reliance on such illustrative images of the Equipment.

4.2 – **Broadband Levels of Service**

We will provide the Broadband Services to you in line with the descriptions, tariffs and service levels which are provided on our Website. Please be aware that the Wi-Fi signal may not be consistent throughout your Property due to internal interferences such as thickness of walls, and other factors relating to your Property. We will measure the broadband speed at the Property from the point of the hub which is installed as part of the Equipment on the Installation Date. We will not be responsible for the Wi-Fi signal, unless you have signed up for Smart Wi-Fi.

4.3 – **VoIP Services**

We will provide our VoIP Services to you in accordance with the terms of the Order and subject to availability.

The VoIP Services are provided using a broadband connection within the Property so you must have Broadband Service with us. Please be aware that the Wi-Fi signal may not be consistent throughout your Property due to internal interferences such as thickness of walls, and other factors relating to your Property which may affect the operation of the VoIP Services.

The VoIP Services will not work if there is a power cut or a loss of Broadband Service. You will need an alternative means of contacting emergency services in these circumstances like a mobile phone or an alternative landline.

Our VoIP Services allow calls to UK freephone numbers and emergency services; UK landline numbers with the prefix 01, 02 and 03 (excluding Channel Islands), and; UK mobile networks Vodafone, EE, 02 and Three, with the prefix 07.

Calls to premium rate and special numbers, other number ranges, international calling and call-forwarding services are not included.

4.4 – **Transfer of Telephone Number**

When you take our VoIP Service, you may transfer your existing phone number to us and we will, where possible, transfer your number in accordance with industry standard processes and our legal requirements. We may ask you for additional information or assistance to enable this porting process to take place and you agree to provide this information or assistance if requested. At the end of your Term with us, you may also request your new provider to transfer your phone number from us to them.

4.5 – **Smart Wi-Fi**

Where you choose to purchase our Smart Wi-Fi service, this Clause 4.5 will apply. Our Smart Wi-Fi service is provided in partnership with Plume. The use of our Smart Wi-Fi service is subject also to Plume's terms of service. These terms can be found by following this link: https://www.plume.com/gb/homepass/legal.

5 – YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to a Services package you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Contract in accordance with Clause 8. Please note that if you change to a new Tariff, you may be required to commit to a minimum of a new twelve (12) month or twenty-four (24) month term, effective from the date that your new Tariff is applied.

6 – OUR RIGHTS TO MAKE CHANGES

6.1 – **Exceptional changes to the Equipment, our Services, or these Terms**

Whilst we will use reasonable endeavours to notify you in advance of any changes to our Services, or the Equipment, in some exceptional circumstances, we may change the Services, or the Equipment without providing you with notice including:

1. to implement emergency or urgent technical adjustments, including remotely managing the Equipment, for example to address a security threat; or

2. carry out maintenance as deemed necessary to maintain the quality of service throughout the network.

These changes may result in outages for short periods of time, which we will notify you of. We will never seek to implement changes that require us to access the Equipment that is on your Property, without notice.

6.2 – **Other changes to the Equipment, our Services, or these Terms**

In addition, we may make other changes to our Services, the Equipment, or these Terms, but if we do so we will notify you in writing. In these circumstances you may be entitled to terminate the Contract in accordance with Clause 8. Circumstances in which we may require to make changes to the Equipment, our Services or these Terms, include the following:

1. to reflect changes in relevant laws and regulatory requirements; or
2. to implement non-emergency or non-urgent technical adjustments or improvements to the Services; or
3. to replace the Equipment for the purposes of updating or improving the network.

These changes may result in outages for short periods of time, which we will notify you of.

6.3 – **Changes to the Tariff Costs**

We reserve the right to increase the cost of your Tariff during the Initial Term, but we shall not increase your Tariff more than once per 12-month period.

We will notify you of any increase to your Tariff at least 30 days before the charges take effect and you may cancel the Services affected in accordance with Clause 8.

7 – PROVIDING THE SERVICES

7.1 – **Delivery and installation costs**

The costs of delivery and installation will be displayed to you on our Website, and we reserve the right to make changes to these costs from time to time.

7.2 – **Delivery of the Services and Equipment**

During the order process we will let you know when we will be able to deliver and install the Equipment and begin to provide the applicable Services to you (the "Installation Date"). Please note that we may not be able to offer you your preferred Installation Date.

7.3 – **We are not responsible for delays outside our control**

If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of Substantial Delay you may contact us to end the Contract and receive a refund for any of the Services you have paid for but not received.

7.4 – **If you are not at home on the Installation Date**

If no one is available at your Property to take delivery and allow installation of the Equipment on the agreed Installation Date we reserve the right to charge you any reasonable costs incurred by us as a result.

A person over the age of 18 who can make decisions about where and how we install must be at the Property during the installation. If no person over the age of 18 is present, we will not be able to make delivery and install the Equipment on that date.

Please note that if you rent the Property, you must have permission from the owner of the building to install our service.

In these circumstances, we will contact you for further instructions and we reserve the right to charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery and installation we may end the Contract and Clause 10.2 will apply. Full details of charges can be found at www.highlandbroadband.com/charges

7.5 – **Third Party Suppliers**

We shall not be liable should you arrange any third-party supplier, including but not limited to, third-party IT professionals, to attend the Property on the Installation Date in circumstances where they are unable to provide their service, as we cannot guarantee the time of completion of the work.

7.6 – **If you do not allow us access to install the Equipment**

We will require access to your Property to install the Equipment. If you do not allow us access to your Property on the Installation Date to install the Equipment as arranged we will charge you any reasonable costs incurred by us as a result. Full details of charges can be found at www.highlandbroadband.com/charges. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your Property we may terminate the Contract and Clause 10.2 will apply.

We are not responsible for connecting any third-party equipment we have not provided to you.

7.7 – **When you become responsible for the Equipment**

You become responsible for the Equipment from the time we deliver and install the Equipment at the Property. You must not dispose of the Equipment and must return the Equipment to us at the end of the Contract (or allow us to collect the Equipment when reasonably requested to do so). We will not replace or repair any Equipment which has been damaged, or becomes faulty due to misuse, by you. In such case, you will be liable for the cost of any replacement Equipment.

7.8 – **What will happen if you do not give required information to us**

We may need you to provide us with certain information so that we can install the Equipment and supply the Services to you, for example, the address and type of Property which you live in. We will contact you to ask for this information if this is not provided in full when you submit your Order. If you do not give us this information within a reasonable time of us asking for it, or if you give any incomplete or incorrect information, we may either end the contract (and Clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. Any information provided must be true and accurate, and you must inform us should you update your contact details. We will not be responsible for supplying the Equipment or Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it, or if this is caused by you giving us incorrect information. Some of the information you are required to provide us with may be personal data, which will be collected in accordance with Clause 15.

7.9 – **Reasons we may suspend the supply of the Services to you**

We may have to suspend the supply of the Services to:

1. deal with technical problems or make minor technical changes;
2. update the Equipment or Services to reflect changes in relevant laws and regulatory requirements;
3. make changes to the Equipment or Services as requested by you or notified by us to you (see Clause 6);
4. investigate an unpaid Tariff or “pay what you can” Tariff.

We will not be liable for any loss or damages caused by suspension of the service where we have notified you of such suspension.

7.10 – **Your rights if we suspend the supply of the Services**

We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services for a period of time exceeding five working days we may adjust the price so that you do not pay for the Services while they are suspended. We shall not be liable for any loss or damages caused by suspension of the Service in these circumstances.

7.11 – **We may suspend supply of the Services if you do not pay**

If you do not pay us in accordance with Clause 12.4, we may suspend the Services if you do not pay the outstanding amount due within 30 days of us contacting you to inform you of our intention to suspend supply. We will always attempt to contact you to tell you we are suspending the supply of the Services.

We won't suspend the supply while we look into any mistakes you reasonably consider may be present on your invoice, provided that you notify us of your concerns within 30 days of us issuing the relevant invoice to you.

We reserve the right to charge you interest on your overdue payments under Clause 12.4, and/or an administration fee. Full details of charges can be found at www.highlandbroadband.com/charges.

If you are a Business Customer and have failed to pay resulting in a suspension to the Services under this Clause 7.11, we reserve the right to charge you for any outstanding sums for the provision of Services for the remainder of the Initial Term.

8 – YOUR RIGHTS TO END THE CONTRACT

8.1 – **Ending your contract with us**

Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, and when you decide to end the contract:

1. if the Initial Term has expired, see Clause 9.1;
2. if the Service is faulty and we have failed to remedy the fault within a reasonable time you may have a legal right to end the Contract, see Clause 11;
3. if you want to end the Contract because of something we have done or have told you we are going to do, see Clause 8.2;
4. if you are a Domestic Customer and you have just changed your mind about the Services (see Clause 8.3) and you are within the Cooling-Off Period, but this may be subject to the costs of uninstallation of the Equipment or other reasonable costs for installation;
5. in all other cases (if we are not at fault and it is out with the Cooling-Off Period), see Clause 8.4.

8.2 – **Ending the Contract because of something we have done or are going to do**

If you are ending the Contract for a reason set out below the Contract will end immediately and we will refund you in full for any Services which have not been provided and if you are a Domestic Customer you may also be entitled to compensation. The reasons are:

1. we have told you about an upcoming material change to the Equipment or Services or these terms which you do not agree to, in accordance with Clause 6.2, except where such changes are to make improvements to the Equipment or Services, and there is no change to the Tariff;

2. you have a legal right to end the contract because of something we have done wrong (including where the Services fail, such failure being our fault).

8.3 – **Exercising your right to change your mind if you are a Domestic Customer**

If you are a Domestic Customer, then for most products bought via field sales, online, by email or over the phone you have a legal right to change your mind within the Cooling-Off Period and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms.

If you are a Domestic Customer, and you wish to exercise your right to change your mind, you must inform us in accordance with Clause 9.1.

The Cooling-Off Period and right to change your mind is not available to Business Customers.

8.4 - **Early Termination as a Domestic Customer**

What is an early termination charge?

- When you order services from Highland Broadband:
    - There is a minimum contract period of 12 or 24 months
    - If you wish to cancel during this minimum term you will have to pay an early termination charge
    - This charge is compensation you pay to us for cancelling the services early

Will I have to pay an early termination charge if I am beyond my minimum contract period?

- No. An Early Termination Charge only applies if you cancel within your minimum contract period.

What will I be charged?

- The following steps are used to calculate the Early Termination Charge:
    - We take the remaining amount you were due to pay up to the end of the minimum contract period
    - We take off VAT
    - We take off the costs we save as a result of you leaving early
    - We add VAT to the final early termination charge

9 – HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 – **Tell us you want to end the Contract**

If you are a Domestic Customer and you want to end your Contract with us, please let us know by giving thirty (30) days' notice via phone or email:

Call customer services on 0330 236 9900. Please provide your customer number, name, home address, details of the Order or Contract and, where available, your phone number and email address.

9.2 – **Returning Equipment after ending the Contract**

If you are a Domestic Customer and you are exercising your right to change your mind, you must arrange for Equipment to be uninstalled within fourteen (14) days of telling us you wish to end the Contract. We shall have the right to retake possession of the Equipment and for this purpose may enter the Property at which the Equipment is located. Please note that we are unable to process any refunds which may be due to you until the Equipment has been uninstalled.

If you fail to return the Equipment you will have to pay a non-return charge. The non-return charge will depend on the Equipment and you will be charged for each piece of Equipment which is not returned. We will contact you and confirm the charge prior to applying. Details of current charges can be found at www.highlandbroadband.com/charges.

9.3 – **When we will pay the costs of uninstallation**

We will pay the costs of uninstallation:

1. if the Equipment or Services are faulty (except where such faults or damage is caused by you) or do not meet our stated service levels under Clause 4.2

In all other circumstances (including where you are a Domestic Customer exercising your right to change your mind) you will be responsible for paying the costs of uninstallation.

9.4 – **What we charge for uninstalling the Equipment**

If you are responsible for the costs of uninstalling the Equipment in accordance with these terms then we will charge you the direct costs to us of uninstallation. Please call customer services on 0330 236 9900 for uninstallation costs.

9.5 – **How we will refund you**

We will refund you the price you paid for the Equipment and the Services, where possible by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 – **Deductions from refunds if you are a Domestic Customer exercising your right to change your mind**

If you are a Domestic Customer exercising your right to change your mind:

1. we may reduce your refund (excluding delivery costs) to reflect any reduction in the value of the Equipment, if it has been damaged by you in any way and for the costs of uninstallation.

2. in respect of the Services, we may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.7 – **When your refund will be made**

We will make any refunds due to you as soon as is practicable. If you are a Domestic Customer exercising your right to change your mind your refund will be made within thirty (30) days of your telling us you have changed your mind.

10 – OUR RIGHTS TO END THE CONTRACT

10.1 – **We may end the Contract if you breach any of your obligations under the Contract**

10.1.1 – We may end the Contract at any time by writing to you if do any of the following:

1. you do not make any payment to us by its due date, and that failure to pay has not been remedied within 30 days of us informing you of our intention to suspend the Services;

2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Equipment or Services, for example, billing information (direct debit) and full current address;

3. you do not, within a reasonable time, allow us to deliver the Equipment to you or collect it from you;

4. you do not, within a reasonable time, allow us access to your premises to install the Equipment;

5. you breach the restriction set out in Clause 14.5;

6. you use the Broadband Services in any way that would, in our reasonable opinion, materially affect the use of or access to the Internet of any other person. This includes, but is not limited to, “denial of service” (DoS) and “distributed denial of service” (DDoS) attacks against another network or individual user;

7. you attempt to gain access to or retrieve data from any computer system without authorisation from its maintainer or owner. This applies to port scanning, vulnerability probes and intentional distribution of “Trojan horse” programs, viruses and worms, as well as making use of systems compromised by third parties;

8. you use the Broadband Service to transmit any unsolicited commercial or unsolicited bulk email or distribute software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems is prohibited;

9. you add, remove or modify identifying network header information in an effort to deceive or mislead. Attempting to impersonate any person by using forged headers or other identifying information may result in termination of the Broadband Service;

10. you breach the terms of this Contract, including without limitation your obligations in Clause 14 below; or

11. you use the Equipment or Services for any unlawful purpose.

10.1.2 – If you are a Business Customer, we may also end the contract at any time by writing to you if any of the following events occur:



1. the Business Customer becomes unable to pay its debts or is deemed to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (assuming, if necessary, that section 123 aforesaid applies to the Business Customer);

2. a winding-up petition is presented in respect of the Business Customer;

3. the Business Customer enters into liquidation either compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation previously approved in writing by us) or a provisional liquidator is appointed in respect of the Business Customer;

4. notice of intention to appoint an administrator is served in respect of the Business Customer or an application for an administration order in respect of the Business Customer is filed at court;

5. an administrator, administrative receiver, receiver or manager or similar officer is appointed in respect of the whole or any part of the Business Customer's assets;

6. the Business Customer proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; and/or

7. distress execution or other legal process is taken or steps are taken to enforce any encumbrance over all or part of the assets and/or undertaking of the Business Customer; or

8. the Business Customer is subject to an event analogous to any of 1 to 7 above in any other jurisdiction.

10.2 – **You must compensate us if you break the Contract**

1. If you are a Business Customer and we end the Contract in the situations set out in Clause 10.1.1 or 10.1.2, we reserve the right to charge you for any amount that is unpaid in relation to the provision of Services for the entire duration of the Initial Term. If this amount remains unpaid, we reserve the right to charge you interest on the unpaid charges in accordance with Clause 12.6; or

2. If you are a Domestic Customer and we end the Contract in the situations set out in Clause10.1.1, we will refund any money you have paid in advance for any Services which we have not provided but we may deduct or charge you an amount that is reasonable in the circumstances.

11 – IF THERE IS A PROBLEM WITH THE SERVICES OR EQUIPMENT

11.1 – **How to tell us about problems**

If you have any questions or complaints, please contact us. You can telephone our customer service team at 0330 236 9900. Full details of our complaints process can be found on our website at www.highlandbroadband.com/complaints-code-of-practice/.

We will respond to faults within the timescales which are set out in our domestic service Tariffs which can be accessed at www.highlandbroadband.com.

11.2 – **Summary of your legal rights if you are a Domestic Customer**

We are under a legal duty to supply Equipment and Services that are in conformity with this contract. If you are a Domestic Customer, see the box below for a summary of your key legal rights in relation to the Equipment and Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice Scotland website https://www.cas.org.uk/.

If your product is services, for example your Services, the Consumer Rights Act 2015 says: You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it. If you haven't agreed a price beforehand, what you're asked to pay must be reasonable. If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

12 – PRICE AND PAYMENT

12.1 – **Where to find the price for the Services**

The price of the Services, including the installation of the Equipment, will be the price indicated on our Website or by our representative when you placed your Order and will be inclusive of VAT unless expressly stated otherwise. We use our reasonable endeavours to ensure that the price of the Services advised to you is correct. However, please see Clause 12.3 for what happens if we discover an error in the price of the Services you Order.

12.2 – **We will pass on changes in the rate of VAT**

If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay; unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

12.3 – **If we get the price wrong**

It is always possible that, despite our reasonable endeavours, some of the Services we sell may be incorrectly priced. We will endeavour to check prices before accepting your Order so that, where the Services' correct price at your Order date is less than our stated price at our Order date, we will charge the lower amount. If the Services' correct price at your Order date is higher than the price stated to you, we will charge the higher price, but we will contact you for your instructions before we accept your Order.

12.4 – **When you must pay and how you must pay**

If you are a Domestic Customer, we only accept payment by Direct Debit which must be paid from the account notified by you and on the date agreed between us.

If you are a Business Customer, we may allow you to pay by alternative methods and on alternative terms, to be agreed in writing between us.

12.5 – **One-off payments**

We may charge you for additional services from time to time. We will provide you with reasonable notice if such a one-off payment is due. We will charge you using the payment information you have provided to us for any such one-off payments when the additional services have been completed, or the Equipment is dispatched to you.

12.6 – **We can charge interest if you pay late**

If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Royal Bank of Scotland from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount, and administration fee (if applicable).

12.7 – **What to do if you think an invoice is wrong**

If you reasonably consider an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved.

If you are a Business Customer, and the dispute is resolved in our favour, we will charge you interest on correctly invoiced sums from the original due date.

13 – OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 – **We are responsible to you for foreseeable loss and damage caused by us**

If you are a Domestic Customer, and we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching this Contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

If you are a Business Customer, we will not be responsible for any losses of the following nature (whether direct or indirect):

1. loss of profit;
2. loss of data;
3. loss of use;
4. loss of production;
5. loss of contract;
6. loss of opportunity;
7. loss of savings, discount or rebate (whether actual or anticipated);

8. loss arising from business interruption;

9. harm to reputation or loss of goodwill; or

10. any indirect or consequential losses.

13.2 – **No exclusion or limitation of liability to you where it would be unlawful to do so**

Notwithstanding any other provision of the contract, the liability of the parties shall not be limited in any way in respect of the following:

1. death or personal injury caused by negligence;

2. fraud or fraudulent misrepresentation; or

3. any other losses which cannot be excluded or limited by applicable law.

13.3 – **We will not be liable for damage to your Property**

If you are a Business Customer, and we are installing the Equipment in your Property and we cause any damage to your Property, we will not be responsible for the cost of repairing the damage.

If you are a Domestic Customer we will take responsibility for the reasonable costs of repairing any damage that is specifically caused by us, but we will not be responsible for any pre-existing faults or damage to your Property, whether or not these are discovered while installing the Equipment.

13.4 – **Our total liability**

If you are a Business Customer, our total liability to you shall not exceed the total amount of payment which you have made to us in pursuant to this contract in the previous twelve (12) months, or £1,000, whichever is lower.

If you are a Domestic Customer, our total liability to you for loss or damage you suffer as a result of our breaching this Contract shall be limited to the total price you paid under the Contract, to the fullest extent permitted by law.

14 – YOUR OBLIGATIONS IN USING THE SERVICES

14.1 – **Damage from third party sites**

You acknowledge that we will not be responsible for any sites, content, goods or services offered or made available on the Internet nor for any computer viruses, cookies or anything similar transmitted to you via the Services by third party sites or otherwise through our provision of the Services. We are also not liable for the failure of any alarm system that you try to run over our network.

14.2 – **Use of the Services**

The Services and any software provided as part of the Services are provided solely for your own use and you may not resell, transfer, assign or sub-license them or any part of them to any other person.

14.3 – **Your Devices**



You must ensure that any devices or personal computers used by you or a third party to access the Broadband Services do not have an adverse effect on our systems, those of our suppliers or on network traffic generally, such as SPAM, Viruses, DoS and DDos attacks. You and any third parties must use the Broadband Services in compliance with all applicable laws and regulations which may apply to your use of the Broadband Services. You should run a firewall and up to date anti-virus software and ensure that your operating system is kept fully up to date with the latest security patches.

14.4 – **Shared access to the Equipment and Services is not permitted**

Customers must only use the Equipment for the provision of Services to the Property set out in their order form. Use of the Services from any other property is a material breach of these terms and conditions and if this occurs we are entitled to end the contract in accordance with Clause 10 and suspend supply of the Services immediately.

14.5 – **You must comply with our Fair and Acceptable Usage Policy**

You must comply with our Fair and Acceptable Usage Policy which can be accessed http://www.highlandbroadband.com at all times when using the Services. We reserve the right to terminate your Contract if you do not comply with the terms of this Policy.

15 – HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1 – **Privacy Policy**

Your privacy is of paramount importance to us. Everything we do from the services we offer to the way we run our business, is done to earn your trust, we take protecting and defending your privacy very seriously.

We may collect your personal data in accordance with the terms of our Privacy Policy, which can be accessed at www.highlandbroadband.com.

15.2 – **How we will use your personal information**

We will use your personal data you provide to us:

1. to supply the Equipment and Services to you;
2. to process your payment for the Services;
3. otherwise perform the contract we are about to enter into or have entered into with you;
4. where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests;
5. to analyse data with the sole purpose of improving your experience and protecting you online;
6. if you provide us with consent to do so during the order process, to give you information about similar products or services that we provide, but you may stop receiving this at any time by contacting us; and

7. where we need to comply with a legal obligation.

15.3 – **Third Parties**

We may share your personal data with our third-party service providers, including Plume, relevant authorities to comply with a legal obligation, or our corporate partners and suppliers. We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

16 – OTHER IMPORTANT TERMS

16.1 – **We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.

16.2 – **You need our consent to transfer your rights to someone else**

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We reserve the right to charge an administration fee should you wish to transfer your rights to someone else.

16.3 – **Nobody else has any rights under this Contract**

This Contract is between you and us. No third party shall have any rights to enforce any of its Terms.

16.4 – **Our right to amend these Terms**

We reserve the right to amend these Terms from time to time. Any amendments we make will be intimated to you in writing; once we have informed you in writing of the changes to the Terms you will be deemed to have accepted said amendments if you continue to use the Services.

16.5 – **If a court finds part of this Contract unlawful, invalid or unenforceable, the rest will continue in force**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, invalid or unenforceable, the remaining clauses will remain in full force and effect.

16.6 – **Even if we delay enforcing this Contract, we can still enforce it later**

If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaching this Contract, that will not mean that you do not have to perform those obligations, and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Equipment or Services, we can still require you to make the payment at a later date.

16.7 – **Which laws apply to this Contract and where you may bring legal proceedings**

These terms are governed by Scots law and you can bring legal proceedings in respect of the Services in the Scottish courts.