

# BROADWAYPARTNERS

## Terms and Conditions

### For

## Residential Customers

This document forms your Customer Service Agreement (“Agreement”) setting out the terms and conditions (“Terms”) upon which we will supply you with our products and services. These Terms tell you who we are, how we will provide our service to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### SUMMARY

We hope that the following summary helps you understand the main points of our terms that are then detailed in the pages following.

#### **When do the terms and conditions start**

- The terms and conditions are a contract, an agreement between you and us. They commence once you have placed an order for services, we have accepted that order and received direct debit details from you. This is your promise to pay and our commitment to provide the services to you.

#### **When do you start to pay us**

- All services will have a lead time, that is a period of time that it takes us to deliver and activate the service for you. Unless we specifically ask for a pre-installation payment, you will start to pay from the activation date.

#### **Can you change your mind**

- Yes, by legal rights you have a “cooling off” period of 14 days. This means that from the date that you have provided direct debit details to complete the order, you can change your mind and cancel the order. We won’t deliver and activate your service within the 14 days to allow you time to change your mind. If you do change your mind, we will not deliver the service, you will not be asked to pay anything, and we will delete your records.

#### **How much will you pay**

- What you pay for the service will be as advertised at the time of your order and stated on your order form. Each year we may adjust the pricing you pay accounting for changes to costs to running the service. We would aim to follow the consumer price index (CPI). If we do this, we will provide you with a minimum 30 days’ notice.

#### **When do the terms and conditions end**

- The contract ends when we stop supplying you with the service, you have returned any equipment we have asked you to return, and you have paid all money due to us. For most services the minimum duration of the contract is 12 months, but we will state the duration on the order form to be clear. You can cancel the service at the end of the minimum term and anytime thereafter by providing us 30 days’ notice.

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## 1. Who We Are and How to Contact Us

- 1.1. We are Broadway Partners Ltd, a company registered in England and Wales with company number 07702073, whose registered office is at Tempest Building, Tithebarn Street, Liverpool L2 2DT, trading as Broadway Broadband and Arran Broadband (“Company”, “we”, “us”);
- 1.2. If you need to get in touch, please visit contact us <https://www.broadwaybroadband.co.uk/contact-us/>
- 1.3. We are a member of CISAS, an independent dispute resolution service certified by Ofcom whose website is <https://www.cedr.com/cisas/>.
- 1.4. Our website is [www.broadwaybroadband.co.uk](http://www.broadwaybroadband.co.uk)

## 2. Placing an Order

- 2.1. We will ask you to complete an Order Form for the service(s) you wish to receive.
- 2.2. By placing an order you agree that we, or third parties on our behalf, may carry out credit checks on you using the information you provide.
- 2.3. We will acknowledge your Order Form by email but will not accept until we have completed an installation survey to confirm that we can serve you.
- 2.4. If we are unable to serve you, we will not accept your order and will inform you in writing of this.
- 2.5. If we are able to serve you, we will email you to accept your order and to confirm a date for installation. At this point a contract will be formed between you and us.

## 3. Delivery and Activation

### Appointments to visit your home

- 3.1. We (or other companies or organisations acting on our behalf) may need to visit your premises to install the services, carry out tests, or complete activation and you agree to such visits and to provide such other co-operation and assistance as we may reasonably require. We will liaise with you to arrange the timing of these appointments.
- 3.2. Sometimes there are delays outside our control; we will contact you to let you know if such a delay occurs and we will take steps to minimise the effect of the delay.
- 3.3. You or a confirmed representative of you should be present during the installation. We can only install if someone over 18 is at the property on the day of installation who has authority to approve how and where the installation will take place.
- 3.4. The engineer should be given unhindered access to all areas of the property and provided with a working electricity point in the vicinity of the router and cable entry point.
- 3.5. If asbestos or any other harmful materials are present, you must inform us, and a copy of the asbestos/harmful materials register must be handed to the engineer prior to work commencing.
- 3.6. If you are not available at your address at the date and time agreed between us in advance for the delivery of the Services; or do not allow us access to your property to perform the Services as arranged, we may charge you for our additional costs. If we are unable to contact you or re-arrange access to your property, we may end the contract.

### Equipment provided to use the service

- 3.7. To enable you to use the services you have ordered, we will provide you with broadband and telephony equipment necessary to receive the services. This may include a welcome pack, a service receiving device, power adaptor, cables, separate and additional WiFi devices and a booklet or instructions of use. We will advise you of the equipment to be provided, the charges (or deposit) relating to that equipment, and the applicable charge for the services during the ordering process.

- 3.8. Unless otherwise stated on the Order Form, all equipment remains our property and must be kept at your premises until it is returned to us at the end of your contract. Repairs to damaged equipment, or replacement equipment may incur additional charges. The labels or markings on the equipment must not be removed or obscured and you must allow us reasonable access to the premises, (including occasional remote access for systems upgrades), to alter, replace, repair, maintain, upgrade, update or remove the equipment as necessary; when it is damaged or when your contract expires.
- 3.9. We only connect equipment that we have provided.
- 3.10. If any equipment we provide in connection with the services becomes faulty, we will repair or replace it, providing the fault is not caused by any act, omission or negligence while in your care. You will need to return any faulty or replaced items of equipment. If the equipment is proven to be not faulty, a service charge may be applied. If, in our reasonable opinion, the fault was caused by any act, omission or negligence while in your care, we will be entitled to charge you for any applicable replacement item fee.
- 3.11. Except as expressly set out in these Terms, we will not be liable to you for any loss or damage caused by the installation or use of the equipment or additional equipment.

## **Government vouchers**

- 3.12. Where your installation is part-funded by a Government voucher, you are responsible for following the Government process to ensure you are eligible and the voucher application we make on your behalf is accepted.
- 3.13. Once your Government funded installation is complete, you have seven days to respond to the confirmation of satisfactory installation email sent to you by the Government to ensure that the voucher funds are released to Broadway Partners to cover the cost of your installation. In the event that the Government does not release the voucher to Broadway Partners as a result of inaction on your part, we reserve the right to charge you a one-off fee of equivalent value to the Government voucher.

## **Problems activating the service**

- 3.14. If an ordered service cannot be activated, or can only be partially activated on our network, we will notify you. Unless you choose otherwise, your contract will end and any charges already collected will be refunded to you.
- 3.15. During activation of your order you may temporarily lose the use of your other telecommunications services, or for a short period of time the service may fluctuate in performance the network is bedded in.

## **Reasons for us ending the contract**

- 3.16. We may end the contract with you before the service is ready for your use if:
  - you fail a credit check;
  - incorrect payment details have been provided to us;
  - you are not within a geographic area covered by us; or
  - technical issues prevent, delay or degrade the activation or provision of service.

## **4. Enjoying the Service**

- 4.1. Our promise is that we shall use all reasonable skill and care in providing the services to you. We shall try to ensure that any service provided to you by us shall be provided in accordance with the description of the service provided to you.
- 4.2. It is technically impracticable for us to provide a fault-free service, however, we aim to operate within the Service Levels that we publish which describe the performance levels you should expect from us.

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- 4.3. We may from time to time make changes to our network or the technical specification of a service. If these changes will materially detrimentally affect the service, we will inform you in advance.
- 4.4. We may suspend provision of a service:
  - for operational or technical reasons (in which case we will try to notify you prior to such suspension and to minimise the impact upon you);
  - if we have reasonable grounds to believe that the service is being used fraudulently or illegally, whether by you or anyone else; or
  - if the use of the service by you or anyone else, may damage or disrupt the proper functioning of other Services or our other networks.
- 4.5. You may not re-sell our services.
- 4.6. You may end the contract at the end of the minimum term stated on the Order Form and anytime thereafter by providing us 30 days' notice in writing.
- 4.7. You may end the contract for a service before the end of the minimum term stated on the Order Form in the event that you do not receive the minimum performance stated for that service and provided that you have contacted us to try to resolve and that we have been unable to resolve within 30 days of your notification to us. You will not be liable for charges for the remaining period of the minimum term.

## **Broadband Fair Usage**

- 4.8. The use of our broadband service by you will be monitored by us to ensure all customers are using the service in a responsible and fair manner. We do not set a limit to fair usage, and provided usage is fair and not excessive so as to detrimentally affect other customers, there is no cap and data is unlimited. If we decide that usage is so excessive that our other customers are being detrimentally affected, then we reserve the right to initiate temporary actions as a prohibitive measure; these may include a letter of warning, up to and including temporary suspension or restriction of service. In any event you will be notified by phone or email in advance about the action we will be pursuing.
- 4.9. You may use our network and services only for lawful purposes. You may not use our network and services in any way that breaches any applicable local, national or international law or regulation.
- 4.10. You may only grant access to our services to others residing or located at the premises at which the Internet services are provided.

## **Telephony Service**

- 4.11. We do not issue an IP address to be used with the telephony service. Access to and use of these is controlled by the internet authorities and their use is subject to any rules they prescribe.
- 4.12. The service supports 999/112 emergency call services and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line 999/112 call services and connection to such services may not be possible in the event of a service outage caused by internet connectivity issues. In such circumstances you should use a separate line to make emergency calls.

## **Security**

- 4.13. You are responsible for protecting your customer ID and password(s) used to access our products and services and your account with us and for any authorised use made of your password.
- 4.14. You should not disclose your customer ID or password(s) to any third party. If you do so, you are responsible for their use of the account. If your password is disclosed or used without your consent, then you must notify us immediately.
- 4.15. You are responsible for taking all reasonable steps necessary to prevent a third-party obtaining access to the network.
- 4.16. It is your responsibility to protect your computer from computer viruses, adware, malware and spyware by installing and updating adequate anti-virus and security software. We will not be held responsible for security breaches to your computer, its files, or applications.

4.17. You must immediately advise us if you become aware of any violation or suspected violation of these security provisions.

## 5. Fees and payment terms

- 5.1. What you have to pay us – the charges – will be stated on the relevant Order Form.
- 5.2. Unless otherwise stated on the Order Form the initial term of the agreement is 12 months and you are liable to pay us for the full term whether you use or discontinue to use the service during this period.
- 5.3. The charges may include:
  - A monthly charge for the broadband service;
  - An installation charge – which may be paid (i) in total upfront (or by voucher where an applicable voucher scheme is available) or (ii) with a lower upfront payment and up to 10 monthly payments within a year as set out on any Order Form and agreed by us;
  - A monthly charge for the telephony service;
  - A charge for equipment provided;
  - A charge for postage and packaging;
  - A charge for telephony number porting;
  - Usage fees for any non-inclusive telephony calls.
  - Any other one-off or recurring monthly charge set out on the Order Form related to the purchase or use of any other product or service provided by us to you.
- 5.4. Broadband charges are fixed at the point of order and will remain fixed for the duration of the initial term and within each subsequent term. Charges may be varied by us following the end of each term; any changes will be notified at least 30 days before the end of the relevant term.
- 5.5. All services may be subject to annual inflation adjustment
- 5.6. If you choose not to renew your contract but move to a rolling monthly contract, you will become subject to a higher monthly charge.
- 5.7. Where applicable, re-activation and/or administration fees may apply for equipment already installed but not currently in use.
- 5.8. You shall pay all applicable Charges in accordance with these Terms.
- 5.9. Payment for all invoices will be made by direct debit. We will not commence installation or delivery of equipment until a direct debit mandate is received by us.
- 5.10. Payment of all charges under any Order Form shall be made in full and free from any deductions, rights of set-off, counterclaims or liens.
- 5.11. 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 service, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.
- 5.12. It is always possible that, despite our best efforts, some of the services we offer may be incorrectly priced. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 5.13. If you think an invoice is incorrect please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 5.14. Should we order any third-party equipment or services on your behalf you will be responsible for and shall indemnify us against all such costs incurred including, without limitation, any costs incurred due to a cancellation by you.
- 5.15. Without prejudice to our other rights if you fail to pay any amount on the due date:
  - (i) We shall have the right to cancel any contract made with you and/or to suspend services;

- (ii) We reserve the right to charge you penalties and interest (at the statutory rate) in accordance with the Late Payment of Commercial Debts Interest Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. 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);
- (iii) You shall indemnify us and keep us indemnified in respect of all costs (including legal fees) reasonably incurred in attempting to recover such overdue amounts;
- (iv) The whole of the balance then outstanding to us by you on any account whatsoever shall become immediately due and payable

## 6. Your Key Legal Rights

- 6.1. This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.
- 6.2. As you are receiving services, the Consumer Rights Act 2015 says:
  - (i) You can ask us to repair or restore a service and if the work is not carried out with reasonable care and skill, you will receive a refund if we cannot resolve the issue.
  - (ii) In rare circumstances, if you have not agreed a price beforehand, what you are asked to pay must be reasonable.
  - (iii) If you have not agreed a time beforehand, any work must be carried out within a reasonable time.
- 6.3. Where you have ordered online or over the phone you have a legal right to change your mind within 14 days without charge.
  - (i) If you cancel a service within the 14 day cooling-off period and we have provided you with equipment for that service, we are entitled to request return of the equipment and the agreement will not end until you have returned the equipment. The following will also apply:
    - You must return the equipment to us within 14 days of cancelling a service. We will give you some pre-paid packaging for this.
    - If you do not return the equipment within 14 days, you will have to pay the full cost of the equipment. That may be more than the price you paid (for example, if you were given a discount in return for taking a service for its minimum term).
    - Once we get the equipment back (or see evidence that it has been returned), we will refund what you have already paid for it. We might reduce the amount of the refund if we think the equipment is worth less than its original value as a result of its having been used, misused or damaged.

## ADDITIONAL LEGAL STUFF

### 7. Warranties

- 7.1. We warrant that we have the authority to license the products and to provide the services relating to these Terms.
- 7.2. Where we are acting as a reseller in respect of any products, we shall pass on to you such unexpired warranties we receive from the manufacturer of the goods as are capable of transfer and our liability shall be limited to any such guarantee as we receive from the manufacturer.
- 7.3. Except as expressly set forth in these Terms and any product Terms, all warranties, terms and conditions, whether oral or written, express or implied by statute, common law, or otherwise (including but not limited to any warranties, terms and conditions of fitness for purpose, description or quality) are hereby excluded. Please note in particular that we do not warrant, represent or guarantee in any way whatsoever that our products or services will be virus free, worm-free, spam-free or inaccessible to malicious code or malignant third parties. We advise that you take legal advice as to your liability in relation to the transmission of viruses and other unwanted material and to refer to your insurers in relation to such matters.
- 7.4. You acknowledge that software products are by their very nature susceptible to imperfections in operation and no warranty is given in respect thereof.
- 7.5. You agree to indemnify and hold us harmless from any claim brought by third parties, alleging the use of our services by you has infringed any right of any kind applicable in the UK or by international legislation and regulation. You shall defend and pay all costs, damages, awards, fees (including reasonable legal fees) and judgements finally awarded against us arising from such claims. Furthermore, you shall provide us with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance to defend such claims at your sole expense.

### 8. Limitation of liability

- 8.1. Neither party excludes or limits its liability to the other where it would be unlawful to do so including for death or personal injury caused by its negligent act or omission.
- 8.2. We shall not be liable in respect of any adverse effect on services resulting from application or operation of any process by you unless recommended by us or agreed to by us in writing.
- 8.3. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing 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 we are providing services in your property, we will make good any unavoidable damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. However, we will not be liable for damage which you could have avoided by following our advice or for damage which was caused by you failing to correctly follow instructions or to have in place any minimum requirements advised by us.
- 8.4. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, consequential loss or loss of business opportunity.
- 8.5. Subject to clause 8 our maximum aggregate liability for all claims made by you in relation to any products or services under a service order form shall not exceed the charges paid under the applicable service order form in the previous 12 months for those products and services against which the claim is made however that claim may arise including, without limitation, negligent error

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or omission, breach of contract, tort, misrepresentation (excluding fraudulent misrepresentation) or breach of statutory duty.

- 8.6. We accept no liability for failure to deliver the products or perform the services that arise from the acts or omissions of any third party including but not limited to our suppliers or third-party telecommunications providers or for any failures or faults in their equipment.
- 8.7. We will use reasonable endeavours to provide a prompt and continuing service. We will not be liable for any loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by events beyond our control or by errors or omissions by you.
- 8.8. You acknowledge that we are not the manufacturer of any products supplied hereunder. Save as expressly provided for in these Terms, we give no warranties in relation to the products and shall not be liable to you whether in damages or otherwise for any damage to or defect in the products. You must rely solely on any warranties given to you by the manufacturer of the products or as passed to you in accordance with this agreement.
- 8.9. Unless we expressly agree otherwise under a separate contract, we are not responsible for the security of your networks and/or systems and shall not be liable for unauthorised access thereto.
- 8.10. Notwithstanding any provisions of this clause in the event of non-availability of connection or use of any of the services or products supplied by us which results in continuous performance or speeds below the guaranteed level in any specific product Terms, you may be entitled to a refund in respect of any charges. Such refund is dealt with in the applicable product Terms. For the avoidance of doubt, simultaneous non-availability of more than one service or product shall not give rise to more than one claim for compensation and shall be treated as one claim only.
- 8.11. You acknowledge that we are unable to exercise control over the content of any information passing over our network. You further acknowledge that we hereby exclude all liability in respect of any transmission or reception of information of whatever nature.
- 8.12. We shall not be liable for any failure of the products and services which results from any interference by you or any third party which is not in accordance with the standard use of the products or services or following our written instructions.
- 8.13. Subject to Clause 8.1, we do not accept liability under or in relation to any service order form nor its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation, or for any other reason excluding fraudulent misrepresentation) for any loss of profits, loss of business, loss of anticipated savings, loss of sales or turnover, loss of, or damage to reputation, loss of contract, loss of customers, nor loss of use of any software or data, loss of use of any computer or other equipment or plant, wasted management or other staff time, losses or liabilities under or in relation to any other contract, nor any indirect, consequential loss or damage of any kind. For the purposes of this clause, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.
- 8.14. Both parties expressly agree that should any limitation of liability clause or provision contained in these Terms be held to be invalid under any applicable legislation (primary or otherwise) or rule of law by reason of some part of that clause or provision it shall, to that extent, be deemed omitted, but if we thereby become liable for loss or damage which would otherwise have been excluded or limited, as the case may be, such liability shall be subject to the other applicable limitations and provisions set out herein.

## **9. Trade mark, copyrights, patents, title and licensing**

- 9.1. You acknowledge that we (or where applicable the third-party owner) shall own and shall retain title to all intellectual property rights to all products and services supplied pursuant to or created as a result of any service order form and any copies thereof. Title in the media on which the software and documentation are recorded shall only pass to you on payment in full of the applicable charges.
- 9.2. At the request and expense of the Company, you shall do all such things and sign all documents or instruments reasonably necessary to enable us to obtain, defend and enforce our rights in the software and products.

- 9.3. You recognise our ownership of and title to all trademarks, service marks, trade names, patents, copyright and other intellectual property rights.
- 9.4. You will take no action to violate, obliterate, remove, alter, conceal or misuse any such marks, trade name or copyright notice.
- 9.5. You will promptly notify us if you become aware of any infringement of such intellectual property rights by any third party and shall provide its reasonable assistance to us and/or the manufacturer in connection with any resultant proceedings.

## 10. Data Protection and Confidentiality

- 10.1. We will only use your personal information as set out in our privacy policy and in accordance with any marketing preferences you provide us with. Either party may have access to or become aware of the other party's confidential information. The parties agree that any confidential information obtained by the other, its employees, agents or sub-contractors remains the property of the other and neither party shall disclose or use the confidential information of the other except to the extent necessary for the performance of these Terms.
- 10.2. The provisions of clause 10.1 shall not apply to Confidential Information that:
  - (i) is or later becomes generally available to the public, otherwise than through any act or omission on the part of you or the Company,
  - (ii) you or the Company can show was in their possession at the time of disclosure and which was not acquired directly or indirectly from you or the Company under obligations of confidentiality,
  - (iii) is information rightly acquired from others who did not so far as the acquirer was aware obtain it under pledge of secrecy from you or the Company,
  - (iv) is information required to be disclosed or retained by law or relevant regulatory authority.

## 11. General

- 11.1. Neither party shall be liable for any delay in performing its obligations as a result of any circumstances beyond its reasonable control – "Force Majeure"; such as but without limitation to lightning, flood, exceptionally severe weather, fire, act of God, explosion, war, terrorism, civil disorder, pandemic, endemic, strike, industrial dispute (whether or not involving employees of either party), malicious damage (including virus/hacking attacks or other intentional malicious acts of third parties), compliance with a law or governmental order, rule, regulation direction, accident, third party interference, actions or omissions of telecommunication providers.
- 11.2. You hereby warrant to us that you have not been induced to enter into these Terms by any prior representations whether oral or in writing, except as specifically contained in these Terms and you hereby waive any claim for breach of any such representations which are not so specifically mentioned.
- 11.3. No waiver, delay or indulgence by either party in enforcing the provisions of these Terms shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach. 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 breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we continue to provide the services, we can still require you to make the payment at a later date.
- 11.4. This contract is between you and us. No third party or other person shall have any rights to enforce any of its terms (unless expressly stated), although we may assign, sub-license, sub-contract or otherwise transfer this contract to any associated company or body.
- 11.5. These Terms together with the service order form and any relevant product Terms supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of these Terms shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

- 11.6. If any provision of these Terms is invalid or unenforceable at law, then such provision shall be severed and the remainder of these Terms shall continue in full force and effect.
- 11.7. To the fullest extent permitted by law (i) these Terms shall be governed by and construed in accordance with the laws of England and Wales, and (ii) any dispute that may arise between the parties shall be determined by the English Courts and the parties hereby submit to the exclusive jurisdiction of the English Courts. Only to the extent that it is required by law, (i) customers living in Scotland may bring proceedings in either the Scottish or the English Courts and (ii) customers living in Northern Ireland may bring proceedings in either the Northern Irish or the English Courts.

## THE PERFORMANCE YOU SHOULD EXPECT FROM US

### 12. The performance of our core services

- 12.1. Full Fibre Broadband Services – our target network performance is:
- Ultrafast 150: An average 135 Mbps download, an average upload of 27 Mbps and unlimited data allowance. Minimum download of 95 Mbps (99.5% of the time).
  - Ultrafast 300: An average 270 Mbps download, an average upload of 100 Mbps and unlimited data allowance. Minimum download of 285 Mbps (99.5% of the time).
  - Gigafast 1000: An average 1000 Mbps download, an average upload of 330 Mbps and unlimited data allowance. Minimum download of 950 Mbps (99.5% of the time).
- 12.2. Wireless Broadband Services – our target network performance is:
- Wireless 50Mbps – Minimum download speed of 16Mbps 95% of the time an average upload of 5 Mbps and unlimited data allowance.
- 12.3. Whole Home WiFi – where we provide this service as an add-on to our full fibre broadband service our target performance is a minimum download of 5 Mbps in each room of your home.
- When purchasing 'Whole Home' - two WiFi boosters are supplied as standard with your router. Further WiFi boosters can be provided at no additional cost if you do not receive WiFi signal speed as above, in each room of your home; this may be a case if you have a larger home.
  - The Whole Home WiFi service will not extend coverage to conservatories, basements, outbuildings and external garages.

### 13. How we respond to issues of performance

- 13.1. Our service obligations are:
- Our core network will be available for services to be used by customers 99.5% of the time
  - Our Network Operations Centre (NOC) will be available to respond to network issues 24 hours, 7 days a week, 365 days a year availability
  - We aim to fix major network issues that affect the majority of customers within 12 hours
  - Provided customers are able to continue to use their services, we aim to fix general performance degradation across the network in 24 hours
  - Where faults affect individual customers ability to receive their service, we aim to fix these within six hours.
- (ii) For all reported faults, we aim to respond within one hour of receipt.
- 13.2. We will make reasonable efforts to carry out necessary network maintenance and support work outside of UK business hours ("Planned Outages"). Where possible, we will notify you of any Planned Outages at least two days prior to such work being carried out.