

## TERMS AND CONDITIONS

These Terms & Conditions are dated 25th January 2019

### About Us

**TEM Group Limited** (trading as “**Tatton Tech**”) a company registered in England (company no. 8395939) whose registered address is The Estate Office, Arden Park, Ashley, Cheshire WA14 3SF.

### AGREED TERMS

#### 1. Definitions

1.1 These terms and conditions (together with the Fair and Acceptable Use Policy, the Privacy Policy and the Prices) set out the basis of the relationship between you and us in respect of your use of the broadband services.

1.2 In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings:

“**Agreement**” means these terms and conditions and any other policy or document or website referred to in the terms (as may be amended from time to time).

“**Commencement Date**” means the date on which the Service has been activated at your property.

“**Early Termination Charge**” means the early termination charge specified in Appendix A.

“**Equipment**” means any equipment supplied by us to you in connection with the Service, including a data cable and a wifi router.

“**Fair and Acceptable Use Policy**” means the acceptable use policy which can be viewed on our website.

“**Privacy Policy**” means the privacy policy which can be viewed on our website.

“**Minimum Period**” means the period of 24 months from the Commencement Date.

“**Prices**” means the charges specified in Appendix A.

“**Service**” means the broadband service provided to you by us in accordance with the terms of this Agreement.

“**Subscriber**” means the person or legal entity with which Tatton tech makes this, or any part of this Contract.

#### 2 Payment & Service Availability (General)

2.1 The payment you make to Tatton Tech and how you make it will depend on which product you purchase. For all Services and Products a contract is formed between you and us only when we email you to say that we have accepted your Order.

2.2 The Order that you submit to us constitutes an offer by you to subscribe for Services. We shall accept this offer by sending you an e-mail confirming your Order. When we accept your Order, this Agreement shall be binding on you and us. By placing your Order, you agree to and accept these Terms and Conditions. This Agreement will prevail over any terms and conditions which you may propose in any Order.

2.3 By placing your Order, you undertake to make full payment of the agreed Upfront Charges in a manner acceptable to us including direct debit, Debit/Credit card, BACS or similar bank transfer. In the event that we are unable to provide the Service to you, this deposit will be refunded.

2.4 You agree to stay with us for the Minimum Term. The minimum price for the Tatton Tech Services provided under this agreement in the Monthly Charge for the Minimum Term. Each May, your monthly charge will increase by an amount up to January RPI rate ( published each February). If the January RPI rate is negative, there will be no change to your monthly charge in the relevant year.

2.5 Once the Service has been activated, you will be responsible for paying the recurring Monthly Charge applicable to your Service from the Commencement Date onwards. The Monthly Charge will be payable monthly in advance by direct debit. Your first bill will be calculated on a pro rata basis for each day from (and including) the date of activation until the end of the month and will also include one full month's Monthly Charge payable in advance. A valid credit or debit card must be entered by the Subscriber or Subscriber must keep a Direct Debit mandate active with their bank to allow payments to be drawn automatically by Tatton Tech for the Service. Subscriber must keep such payment method details up-to-date and active or the Service may be withdrawn due to non-payment.

2.6 Each bill will be payable on the due date for payment and may be charged to your debit card, credit card or direct debit account. If you fail to pay any bill on the due date for payment for any reason, we will charge you interest on a daily basis at the rate of 5% per annum above the base rate of Barclays Bank plc from time to time until the bill is paid together with the administration charge stated in our Prices. This right is without prejudice to our rights under clause 2.7.

2.7 If you do not pay any bill by the due date for payment, we may immediately suspend your use of the Service and charge you for the outstanding amounts due and payable, together with late payment interest, reasonable debt collection fees (of a third party debt collection agency collecting payment on our behalf and our own internal debt collection charges) and any applicable Early Termination Charge. Such amounts may be deducted from any Deposit which you have paid to us.

2.8 In addition to the Router Charge, Installation Charge and recurring Monthly Charge, other charges that may be payable by you for your use of the Service include Early Termination Charge, Abortive Visit Charge, Administration Charge and Equipment Charge.

2.9 Our Prices may change from time to time. If we change the price or packages for your Service at any time, we will notify you by email or post at least 30 days before the change takes effect.

### **3. Products ‘Plug & Play’ 4G Residential Products**

3.1 For Plug & Pay products, your payment to Tatton Tech will be made via the website or the helpdesk. Once the order is confirmed, you become the Subscriber to the services.

3.2 Subscribers agree to pay the charges for the equipment, installation, account activation and other related items to set up as detailed on any order. Subscriber further agrees to pay the Charges for the Service and other items related to the Service as detailed in any communication. Upon receipt of your order and payment, we will carry out a site survey to determine which Service can be provided to you and which network provider can provide the best services. If we determine that for any reason the Service cannot be provided, the payment will be returned to you. Once we have notified you that the site survey has been successful, our customer service team will contact you to set up the direct debit payment for your monthly instalments. We will also notify you of the network provider and arrange delivery of your product by mail. Please note all our products will require a signature on receipt.

3.3 If you are a residential customer you are entitled to a ‘cooling off’ period of 14 days from receipt of your purchase. You will need to either call our help desk on 01565 748977 or email us on [info@tattontech.co.uk](mailto:info@tattontech.co.uk) if you want to cancel your order. We will only accept returns which are not damaged or have been tampered with. We have the right to charge you for any loss in value to the goods as a result of your use or damage. You are allowed to do what is reasonable to ensure you’ve received what you thought you were buying and that it works as expected.

3.4 You will be charged for any Services you use before the end of the 14 day cancellation period. If you return a device you need to include the device, any packaging, manuals, accessories and any free gifts supplied with the Device. If anything is missing, you may be charged for these in line with the appropriate charges set out in our Price guide.

3.5 If you want to exchange your Device for a different model, you will be charged as per the Pricing Guide. Please also read our returns and exchanges policy for more details.

#### **4. Products - 4G External Mounted Router –Small Business Users/High End Home User & Fixed Wireless Network Subscribers**

4.1 You will need to pay a Deposit when placing your order for this Service. Upon receipt of your Deposit we will carry out a customer credit check and also a site survey to determine whether the Service can be provided to you. If we determine that for any reason the Service cannot be provided, the Deposit will be returned to you, but if we confirm your order you will be liable to pay the Installation Charge (less the Deposit already paid) within 14 days failing which we will be entitled to retain the Deposit and the order will be deemed to have been cancelled by you and an Early Termination Charge will be payable in accordance with clause unless you have terminated the order in accordance with clause 4.2.

4.2 Once we have notified you that the site survey has been successful, we will send you confirmation of when our engineer will visit your property to connect you to our network. If you are a residential customer you are entitled to a 'cooling off' period of 14 days from when we confirm your order. If you want the Service to be installed before the end of the cooling off period, you must instruct us to do this in writing and also confirm that you are waiving your rights to terminate during the said cooling off period. If you so instruct us, and we commence our installation services, you will have no right to end the contract, except for a reason listed in clause 8.

4.3 When our engineer arrives at your property within one hour of the scheduled time, you will be responsible for ensuring that you or someone acting on your behalf over the age of 18 will be present to accompany us. If our engineer arrives within one hour of the scheduled time to carry out an installation and is unable to access your property for any reason, you will be responsible for reimbursing us the Abortive Visit Charge and we will then arrange a suitable alternative installation time.

4.4 Whilst we will endeavour to install the Service at the time of our first scheduled visit, we will not be liable to you for any reason as a result of any failure or delay in the installation of your Service.

4.5 You will be responsible for obtaining any permission or consent necessary for us to enter onto and install any Equipment on or at your property in order to provide the Service. We will not be able to make the Service available to you until such permission has been granted. By signing this agreement, you are confirming that any necessary permissions and consents have been granted and that we will be able to access our Equipment on your property at all times during your use of the Service and on expiry or termination of the Service.

4.6 You must nominate the power supply to be utilised for the provision of the Service and ensure that any of your additional systems (such as alarm systems) are operated on a dedicated phone line and not on our infrastructure. We will not be liable in the event that your Service is affected in any way as a result of your non-compliance with this clause.

## **5 Use of the Service**

5.1 By placing an order you are committing to use the Service for the Minimum Period from the Commencement Date. If you wish to cancel your use of the Service during that Minimum Period, we may charge you an Early Termination Charge.

5.2 Your use of the Service must be in accordance with our Fair and Acceptable Use Policy and must be strictly for the permitted purposes by you and anyone in your property authorised by you to use the Service on your behalf. If you are a residential customer you may not use the Service for business purposes nor may you charge others for their use of your Service. If you do not use the Service in line with our Fair and Acceptable Use Policy, we reserve the right to reduce or suspend your use of the Service in line with our Fair and Acceptable Use Policy.

5.3 If during any month it seems that you might exceed the usage limit associated with your Service, or if we consider your use of the Service to be abnormal and affecting other customers' use of our services, we may reduce the upload and download speed of your Service in line with our Fair and Acceptable Use Policy. We will comply with OFCOM's Guide to Broadband Speeds Code of Practice and with your rights under that Code.

## **6. Equipment**

6.1 Where requested by you, we will be supplying you with Equipment in order for you to use the Service. Title to any such Equipment will remain ours at all times whilst you use the Service – you will be leasing it from us. You agree to take good care of, and not to misuse, any Equipment.

6.2 Subscribers to 4G 'Plug & Play' service, the router becomes the property of the Subscriber, however, the Sim card supplied remains the property of Tatton Tech and will remain ours at all times whilst you use the Service – you will be leasing it from us. You agree to take good care of, and not to misuse, any Equipment.

6.3 When your use of the Service comes to an end, we will either arrange an appropriate time with you for us to collect the Equipment from you at your property or send you an envelope to return the Equipment to us. If we have not received Equipment within 30 days after your use of the Service has come to an end, we will charge to your credit card or debit card or invoice you a fee in line with our Prices for the Equipment which you will then own and will be provided to you on an 'as is' basis without any warranty or right to repaired or replaced equipment.

6.4 If any of the Equipment is faulty, please notify us and we will either let you know where to send the faulty Equipment or collect it from you. When we have received the faulty Equipment, we may inspect and test it for faults and, if it is found to be operational we will return it to you and we may charge you a fee to cover our costs of inspection, postage and packaging. If it is found to be faulty, we will repair or replace it, although if it is apparent from an inspection that the fault has been caused by your misuse of the Equipment we will charge you the Equipment Charge stated in our Prices.

6.5 You shall ensure that any of your equipment that is connected to our Equipment is safe and of satisfactory quality.

6.7 If any Equipment Set or other goods have been installed under funding from any regional or central Government subsidy scheme, then at no time shall Title to such pass to you. Furthermore, should you move from the property where the funded Equipment Set and/or other goods have been installed under funding from any Government subsidy scheme, you must leave all such equipment behind for potential use by and/or benefit of any future occupier of the property.

6.8 All risks associated with the Equipment whether purchased, supplied under any regional or central government subsidy scheme or otherwise supplied shall pass to you upon delivery and it will be your responsibility to insure the Equipment against loss, theft, fire, flood and any other risk of loss or damage from this point;

6.9 Subscriber must ensure that any equipment or services connected to or used with the Service is used in accordance with any instructions and safety procedures provided by the suppliers of that equipment and services.

## **7. Warranty, Support & Service Calls**

7.1 Warranty on any Equipment supplied shall normally be on a "Return To Base" basis. This means that you must return the piece of Equipment suspected as being faulty under Warranty to us for test and repair or replacement as required.

7.2 At its discretion and in an effort to increase the efficiency of the Warranty process, Tatton Tech may choose to supply replacement Equipment out to you on an "Advance Replacement" basis. This means that we may provide you with a replacement piece of Equipment under the Warranty process before you have returned the piece of Equipment suspected as being faulty under Warranty to us.

7.3 In the event of 7.2 above, we will raise an invoice against you for the value of the piece of Equipment that we send out under "Advance Replacement" and despatch it along with that piece of Equipment. In order for you to avoid having to pay this invoice, it is **imperative that you return** the piece of Equipment suspected of being faulty under Warranty to us at your own expense. If you do not do this, you will be charged the value shown on the invoice referred to above. You should therefore ensure that you always retain any piece of Equipment suspected of being faulty under Warranty during any engineer visit arranged by us, so that you may return it to us. The responsibility for so doing is entirely yours.

7.4 Equipment must be in its original box and then securely and safely packaged in an outer carton suitable for the purpose. Costs of return to us are your responsibility.

7.5 During any Warranty period, we shall have responsibility for repair or replacement of our Equipment except that you accept full responsibility for cost of repair or replacement of our Equipment when the damage or problem has been caused by your negligence, misuse, abuse or violation of any part of this Agreement that is out of our control. Any repair or replacement through the Warranty mechanism, the cost of packaging and despatch to you, will be covered by Tatton Tech.

## **8. Cancelling your Service**

8.1 Once the Minimum Period has come to an end, you may cancel the Service at any time by giving us 30 days' written notice of the cancellation.

8.2 Should you wish to cancel the Service during the Minimum Period, an Early Termination Charge will be payable (unless you are cancelling the Service in line with clauses 4.1 or 8.4 of this Agreement), together with any other outstanding charges that are in arrears when the Service is deactivated.

8.3 You may also be charged the Early Termination Charge if we notify you that we are bringing your use of the Service to an end as a result of your breach of these terms.

8.4 If we notify you of an increase in any of the Prices during the Minimum Period which is more than twice the annual increase in the Retail Pricing Index at the time since the last price increase, you may cancel the Service without having to pay an Early Termination Charge, provided you notify us in writing within 30 days.

8.5 We may cancel your Service at any time without reason by giving you 30 days' written notice of the cancellation and without making any payment to you for such termination.

8.6 We may have to suspend or terminate the Service if you do not pay or if you misuse our network or do not comply with our Acceptable Use Policy or if you break our contract, or any laws which apply to the use of our network. If we suspend the Service because of your actions or failure to pay, we may charge you for re-activating the Service at the end of the period of suspension.

## **9. Changes**

9.1 These terms and conditions may change from time to time and any changes will be posted on our website. If we consider any changes to be material to your Service, we may also give you notice in writing by email or post before any such changes come into effect.

9.2 Where any change to the terms and conditions affect the price payable by you for the Service, clause 8.4 will apply.

## **10. Use of your information**

10.1 When you sign up for and use the Service, you will be providing us with some of your personal data and information and you will be consenting to us holding and using your personal data and information in line with our Privacy Policy.

## **11. Notices**

11.1 Notices required to be given by us to you will be sent to the email address you provide to us when you sign up to receive the Service, or such other email address you provide us with from time to time. Notices sent to you by email shall be deemed to have been received by you on the day after the date of transmission.

11.2 Notices from you to us must be sent by posting a written notice to us at the address shown on our invoice and will be deemed to have been received 48 hours after posting if sent by first class post.



## **12. Quality of Service**

12.1 Whilst we will aim to supply continuous Service to your property, we cannot guarantee that the network or the Service will be available and uninterrupted at all times and you also understand that the speed and bandwidth of the Service may fluctuate from time to time. The Service is distributed on an "as is" and "as available" basis without warranties of any kind, either express or implied. The internet is a shared resource and because of that, performance cannot be guaranteed.

12.2 The service is delivered by 4G signal and is dependent on the quality of the individual installation, atmospheric conditions and the 4G network operation itself. In normal operation, availability should be better than 99% but no specific guarantees on availability or performance can be given. We will take reasonable steps to repair faults to the Service as quickly as we can and to inform you when they have been resolved.

12.3 We may need to change the specification of our network for operational or technical reasons from time to time and we will seek to give you prior notice of any steps that might materially affect your use of the Service whilst we are undergoing such changes. Your use of the Service may need to be temporarily suspended as a result of us taking such steps.

12.4 Service is provided in "Packages" which vary in type, speed and data allowances. Data allowances apply to the overall mix of data downloaded and uploaded. A summary of Service Package Descriptions is publicised at [www.tattontech.co.uk](http://www.tattontech.co.uk). Packages allow a set data amount for upload and download each month. If the current monthly usage limit is reached, the Subscriber must purchase additional data to continue using the service.

12.4 If you experience a total loss of Service caused by us which continues for a period of five consecutive working days, you shall be entitled to request a service credit equal to an amount representing the daily rate of the Monthly Charge at the time for each day on which Service is lost, which shall be credited against your next month's bill provided that you have immediately informed us of the loss of Service and you have requested the service credit within two days of service being restored.

## **13 Liability**

13.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

13.2 Except as expressly set out in these 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.

13.3 Except as set out in this Agreement, we do not accept liability for any loss of or delay to the Service or for any loss of or corruption to information.

#### **14. Transfer**

14.1 We may transfer the whole or any part of our rights and benefits under this Agreement at any time without your prior consent.

14.2 You may not transfer the whole or any part of your rights and obligations under this Agreement without our prior written consent.

#### **15. General**

15.1 This Agreement (as amended from time to time) represents the entire understanding between us and you in relation to the Service. Neither we nor you have made any other representations (whether oral or written) which the other party has relied upon in entering into this Agreement in relation to the Service.

15.2 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

15.3 The failure or delay of either party to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to these terms and conditions does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it, nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

15.4 The termination or expiry of this Agreement shall be without prejudice to the rights of either party, which have accrued prior to termination or expiry. Clauses that are expressed to survive or which are by implication intended to survive termination or expiry of this Agreement shall so survive.

15.5 Nothing in this Agreement confers any rights or benefits on a person who is not a party to this Agreement whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15.5 Any dispute arising under these terms and conditions shall in the first instance be dealt with in accordance with our Code of Practice.

## Appendix A: Prices

### **4G External Mounted Router –Small Business Users/High End Home User & Fixed Wireless Network Subscribers**

- **Deposit (clause 2.1): £350.00**
- **Installation Charge (clause 2.1): £500.00**
- **Abortive Visit Charge (clause 2.2): £150.00**
- **Monthly Charge (clause 5.2):** £as applicable
- **Early Termination Charge (clause 2.1):** Monthly Charge x number of months remaining in Minimum Period
- **Equipment Charge (clause 4.3) (for damage to, replacement of, or non-return of Equipment):**
  - **External Mounted Router £400.00**
  - **Internal Router/ Access Point - £100**
- **Administration Charge (clause 5.4): £50.00**

## **Appendix B: Prices – 4G Residential Plug & Play**

- **Router Charge – £see website for details**
- **Monthly Charge - £as applicable**
- ***Early Termination Charge (clause 2.1):*** Monthly Charge x number of months remaining in Minimum Period
- ***Equipment Charge (clause 4.3) (for damage to, replacement of, or non-return of Equipment):***
  - **SIM Card – Monthly charge x number of months remaining in minimum period**
- ***Administration Charge (clause 5.4): £50.00***

**Appendix C: Fixed Wireless Service Levels**

<b>Service Level</b>	<b>Recommended Use</b>	<b>Estimated Speeds<sup>1</sup></b>	<b>Suitable For</b>
Tatton Fast	Normal Household up to 3 Users	20 Mbps upload & download	Skype Facetime video calling Streaming sports channels Netflix, Amazon Prime
Tatton Superfast	Heavy Home Use 3-5 users	40 Mbps upload & download	Ultra HD Skype Facetime video calling Sports streaming Netflix, Amazon Prime High performance gaming
Tatton Ultrafast	For Business Users up to 20 users	60 Mbps upload and download	Multi-users Server hosting Ultra HD video Internet telephones (VOIP) CCTV & access systems

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<sup>1</sup> All connections will be provided a more accurate speed estimate during site survey and at installation.