



# Terms and Conditions

- The supply of fixed line services and equipment

May 2017

## Introduction

1. In these terms and conditions:
  - a. 'we', 'us' and 'our' means Fleur Telecom Limited, of Daisy House, Lindred Road Business Park, Nelson, BB9 5SR. We will be responsible for providing the services and equipment described in these terms and conditions and referred to on your order confirmation;
  - b. 'you' and 'your' means the person set out on the relevant order confirmation taking equipment and/or services from us;
  - c. 'services' means the services that we provide to you under your agreement with us, as described in the service description document and on the order confirmation;
  - d. 'order confirmation' means the confirmation of your order which we send you either by email or letter;
  - e. 'service description document' means the document which you can find at [www.fleurtelecom.co.uk](http://www.fleurtelecom.co.uk) (or any other website that we may tell you about from time to time) and which contains a description of the fixed line services you will receive from us; and
  - f. 'tariff' means the charges that apply to your service package (as described on your order confirmation) and which you can find at [www.fleurtelecom.co.uk](http://www.fleurtelecom.co.uk) (or any other website that we may tell you about from time to time).
2. You agree that all information you have provided to us about you, your address and your requirements is correct and complete.
3. Your agreement with us is made up of these terms and conditions, the service description document and the details on the order confirmation.
4. If there is a conflict or inconsistency between the order confirmation, these terms and conditions and the service description document, the order confirmation will take precedence followed by these terms and conditions and then the service description document.

## What we provide

5. Once we have confirmed your order in writing (either by email or letter), we will agree with you a date when we will start providing you with the services you have requested. This date will usually be at least 14 days after we confirm your order, although we may be able to start providing the services sooner if you ask us to. We will also provide you with a time-slot on that date during which the services will start. Your agreement with us starts from the date on which we issue your order confirmation. If your order confirmation states that you must take your chosen services for a minimum period, that minimum period starts from the date when we start providing those services.
6. If you upgrade your services or equipment, this may cause a new minimum term to start from the date on which we confirm your upgrade order. We will tell you when you contact us to upgrade whether this is the case.
7. We will provide you with your chosen services and any related equipment you have ordered. Your services and equipment will be supplied to your address as set out in your order confirmation unless you tell us otherwise. If you want to change the address to which we supply the services (for example, if you move home), please tell us at least 14 days in advance and we will tell you whether we can continue providing the services, and if your payments will change.
8. We will provide the services with the reasonable skill and care of a competent telecommunications service provider, but the services may not be fault-free and may not be uninterrupted, and sometimes technical issues, an impaired quality of service or outages on our networks can occur. If something does go wrong, we will try and fix it as quickly as possible.

## Cancelling services and equipment before the services have started



9. You may cancel any service and any equipment we provide to you at any time within 14 days (starting from the day after the day on which we send you your order confirmation). If you cancel after you have received any equipment, you must return that equipment to us. We will refund any amounts you have paid for that equipment, apart from if the equipment is damaged or we think the equipment has been used more than would have been reasonable during the initial period, when we may deduct, from your refund, an appropriate amount to reflect such damage or excessive use.
10. You may only cancel your services and equipment together. If you cancel your services and equipment during the minimum term stated on your order confirmation, you will need to pay a charge for each month (or part month) of the minimum term remaining. This charge will not exceed the monthly charges you would have had to pay, had the services continued.
11. At the end of the minimum term, your agreement with us will continue, but you may terminate the agreement at any time after that on 30 days' notice to us.

## Equipment

12. If you have agreed to buy an item of equipment from us, that equipment becomes your responsibility as soon as it is delivered by us (or on our behalf). You will own that equipment as soon as you have paid for it. If you are not paying in full up-front for the equipment, the cost of it is included in your tariff, and so you will only own the equipment at the end of the minimum period over which you are taking services from us as set out on your order confirmation, and if you have made all the payments required by this agreement.
13. If a piece of equipment which we have supplied to you does not work properly, please contact us. We will tell you whether you should return the equipment to us, or whether we will send an engineer to investigate the fault. You must also return any equipment to us which we tell you is, or may be, faulty. You need to return any faulty item of equipment to us within thirty days of either us asking you to return it or you telling us that it is faulty. If you don't return the item to us in that time, you will be obliged to pay us for that item, and we might add a charge to your bill for that value.
14. If you return an item of equipment to us, that item of equipment then becomes owned by us. You will have the same rights of ownership in relation to the new item as you had in relation to the old item as described in paragraph 12 above (that is, if you had paid for the old item up front, you would own the new item once it was delivered by us).
15. If we tell you to return the equipment to us, we will either provide you with a returns label so that the return will be free of charge or ask for evidence of your postage costs and credit these to your account.
16. You need to make sure before you send an item back to us that you have backed-up any data stored on that item (if applicable) and that there are no security settings on it which might stop us from being able to access it.
17. If the item of equipment we have provided to you:
  - a. doesn't work properly when you receive it;
  - b. develops a fault;
  - c. doesn't match the description we gave you when you bought it or ordered it; or
  - d. if it isn't fit for the purpose of being properly used in connection with the servicesyou can ask us to repair or replace it or to give you a refund.
18. If your claim under paragraph 17 is made within six months of us delivering the item, we will repair or replace it as quickly as we can, at our expense, and will try not to inconvenience you. If we can't repair or replace the item, or if to repair the item would cost more than giving you a refund then we might choose to give you a refund instead.
19. If your claim comes more than six months after the date on which we delivered the item to you, we might first ask you to provide us with evidence that the item didn't work or didn't match its description when we delivered it. If you can't do this, for whatever reason, then we may charge you for repairing or replacing the item or may not be able to do it at all.



20. Sometimes we will not be responsible for providing a repair, replacement or refund, whenever your claim is made, and paragraph 48 explains when this might be the case.

## Your use of the services and equipment

21. You will be registered with us as the primary user of the services but you can nominate additional users provided they live at the same address as you, and they agree to being additional users. You must make sure that they comply with this agreement.
22. You may only use the services and equipment for your own personal use and not for any business purpose, or to re-sell them. You must not use the services or equipment (or allow them to be used) for:
- a. making offensive, abusive, indecent, menacing, obscene, nuisance or hoax calls;
  - b. sending, receiving, storing, distributing, transmitting, posting, uploading or downloading any materials or data which:
    - i. violate any law;
    - ii. are defamatory, offensive, abusive, indecent, obscene or constitute harassment;
    - iii. are or may be harmful to children;
    - iv. promote or encourage illegal, socially unacceptable or irresponsible behaviour;
    - v. are fraudulent (or are intended to be used to create or aid fraud) or involves you impersonating another person or changing message headers so that it is not clear from whom the material or data has been sent; or
    - vi. contain viruses, worms, corrupted files, hoaxes, Trojan Horses, or any other similar items;
  - c. sending one message to multiple users or multiple messages to one user, in either case with the intention or effect of disrupting their use of the internet;
  - d. causing annoyance, inconvenience or needless anxiety;
  - e. any purpose which causes or may cause damage, including:
    - i. unauthorised access to, or interference with, (or attempts to access or interfere with) to or use of any data, systems or network;
    - ii. monitoring any data or traffic on any network or system without the permission of the network or system owner;
  - f. any automated use or purpose (including sending unsolicited and/or bulk communications)
  - g. any unlawful, improper or immoral purpose; or
  - h. telemarketing.
23. Your use of the services and equipment must not infringe the rights of any third party. In particular you must not copy, store, change, broadcast, or distribute any text, pictures, photographs, sounds, music, videos or any similar material which you access through the services, unless you have the express permission of the owner to do so.
24. You are responsible for ensuring that any text, pictures, photographs, sounds, music, videos or any similar material and any goods or services which you access or purchase through the services are as accurate, useful, complete, and age-appropriate and are of such a standard of quality as you require for your purposes.
25. You are responsible for all materials and/or data originating from the machines and/or devices which you have connected to our network. You must immediately disconnect (and subsequently secure prior to reconnection to our network) machines or devices generating material and/or data which is prohibited by either of paragraphs 22 or 23 once we tell you of any such activity.
26. You must comply with any reasonable instructions we give you regarding your use of the services and equipment.
27. The use of any software provided by us will be subject to the terms of any relevant end user licences or other agreements which are reasonably required by the owners of such software and which we have brought to your attention. You acknowledge that, when prompted to do so, it is your responsibility to obtain any upgrades to any software needed to maintain the fullest extent of the services.
28. If you:
- a. use the services or equipment for any of the uses forbidden by paragraph 22;



- b. do not comply with the provisions of paragraphs 23, 25 or 26;
- c. do anything, or permit anything to be done, which we reasonably think does or may impact on our network, reputation or our ability to offer services to our customers,

we may suspend or cancel your services immediately. We will tell you in writing that we have done this. If we suspend your services for any of the reasons in this paragraph 28, you will still be liable to pay any rental charges that would otherwise be due. We may also charge you a fee to reflect any costs we incur in re-connecting your services.

29. You may not use any of our logos or trademarks for any purpose.

## Unauthorised or fraudulent usage

30. We may, but do not guarantee that we will, monitor your account and your usage of the equipment and services. If we see usage on your account that is unusual or concerning, we will tell you, and may suspend or restrict your services to reduce risk to you and/or us.
31. You must keep your equipment safe even when you are not using it. You must not tell anyone else your password, user name, access code or PIN number. You must avoid damaging the equipment, and protect it from being lost or stolen. You must tell us immediately if any equipment is lost, stolen, damaged or if you think it might be likely to be used in a fraudulent or unauthorised way.
32. Unless and until you tell or us (or, if we have noticed unusual activity on your account, we tell you) about any unauthorised or fraudulent activity on your account, you will be responsible for any charges incurred in relation to such use.

## Payment

33. We will send your monthly bill to the email address to which we send your order confirmation. You must pay your bill by either:
- a. Direct Debit; or
  - b. recurring payment on your debit or credit card.

We will take the amount of your bill from your designated bank account, debit or credit card on or around the day which is 9-16 days after the date of the bill – depending on your bill format. The charges on your bill will be the monthly cost shown on your order confirmation and any other applicable charges in your tariff.

34. You may alternatively request that we send you a paper bill by post and we will do so, but we will charge you an additional administrative fee to cover our costs of doing this.
35. If, during the minimum term, you cancel an active Direct Debit instruction or at any time the credit or debit card details you have given us cease to be valid, an additional administration fee of £4.50 (or such other amount as we may notify to you from time to time) will be added to your monthly bill until the Direct Debit instruction is reinstated or you provide valid card details (as applicable).
36. If your order confirmation states that you have agreed to pay an up-front charge (for example for a payment towards any equipment), we may ask you to pay this charge by credit or debit card at the time or we may include it on your first bill.
37. We will invoice you on a monthly basis (in advance) for all rental charges (for example, line rental) and (in arrears) for all usage charges (for example, call charges and data usage charges). If you think the charges set out on your bill are incorrect, you need to tell us straight away and you must pay all undisputed amounts. We will not suspend or cancel any services while we review your claim that the charges are incorrect.



38. We may increase our tariffs at any time because our costs have increased for one or more reasons beyond our control (for example an increase in VAT). We will try and provide at least one month's notice to you of any increase in your tariff.
39. If we haven't received a payment from you by the date for payment stated on your bill (in relation to charges you haven't disputed), we will notify you that your payment is late. If we haven't received payment from within 10 days of the date of that notification, we might make a charge of £10 to compensate us for you not complying with the terms of this agreement. We might also charge you a fee of £10 to cover any cheques which do not clear, Direct Debits which cannot be satisfied because your account contains insufficient funds, or card payments which are declined. VAT does not apply to these charges.
40. If we do not receive a payment from you by the due date for payment (in relation to charges you haven't disputed), we may also charge you interest at the rate of 3% per year above the base lending rate of Barclays Bank plc. Interest will be charged from the day following the day on which the payment was due until the day on which payment is made.
41. If we do not receive a payment from you within 28 days of the due date for payment, we may suspend or cancel some or all of your services (but will notify you in advance). If you have made late payments on at least two previous occasions, we may cancel or suspend some or all of your services before the date which is 28 days after the date for payment stated on your bill.
42. If you do not pay your bill, we may ask a debt collection agency to collect the payment on our behalf. If we do, we may charge you an extra amount to compensate us for your breaking the terms of this agreement (whether or not we have cancelled or suspended your services). This amount will be a reasonable sum to reflect the costs we have to pay to the debt collection agency.

## **Our rights and obligations under this agreement**

43. For the purposes of training, improving our customer services and complaint handling, we monitor and record all calls you make to us or that we make to you. We may also record all calls you make to the emergency services using 999 or 112.
44. Sometimes we may need to:
  - a. interrupt your services. If we have to do this, we will get your services working again as soon as we can;
  - b. change your area code, telephone number or any access numbers;
  - c. make minor changes to your services for technical reasons. If we do this, we will try and minimise the effect on you as fully as possible.
45. We will accept:
  - a. unlimited monetary responsibility if you suffer injury or die as a result of our failure to take reasonable care or exercise reasonable skill in providing the services under this agreement;
  - b. unlimited monetary responsibility for fraud or fraudulent misrepresentation;
  - c. responsibility to pay you up to a maximum total amount of £50,000 in compensation if we lose or damage any of your physical property; and
  - d. responsibility to pay you up to a maximum total amount of £5,000 in compensation if you suffer any other loss or damage or injury which results from anything we have done or not done under the agreement.
46. Our limits on paying compensation in paragraph 45 do not apply if you experience any of the problems with equipment which are described in paragraph 17. If you have any of these problems, you must follow the procedure set out in paragraphs 17 and 18.
47. If we owe you money, we will usually apply it as a credit to your next bill. However, if you ask us, we may agree to make payments by cheque instead. In addition to any legal rights we have (for example as described in paragraph 40), if you owe us money, we may add that amount to your next or any subsequent bill or we may charge it to any debit or credit card details we have for you.



48. We will not accept responsibility for:
- a. Any loss or damage you suffer as a result of using the services for business purposes;
  - b. Any loss or damage you suffer which was not foreseeable to both you and us when we sent you the order confirmation;
  - c. Any loss or damage which was caused or permitted by you;
  - d. Any loss or damage which was caused by us or people working for us or on our behalf other than where we, or the people working for us or on our behalf are in breach of this agreement, or have breached a legal obligation or duty of care;
  - e. Normal wear and tear of, or your neglect, misuse or faulty maintenance of, the equipment;
  - f. Any loss or damage you suffer when we do not provide the services during a period of suspension, or when we do not provide the services for any reason which is beyond our control which might include: lightning, flood, severe weather, geographic or atmospheric conditions, fire, explosion, terrorist activities, anything done by Government or any regulatory or similar body, or industrial disputes;
  - g. Any loss or damage you incur as a result of you not allowing us onto your property;
  - h. Any loss or damage you incur as a result of you not providing reasonable help, information or assistance when we ask for it;
  - i. Any loss or damage arising from unauthorised or fraudulent use of the equipment or services (apart from where we agree otherwise in this agreement); or
  - j. Any early termination charges you incur from your existing service provider if you terminated an arrangement with them before entering into this agreement.

### Service-specific terms and conditions

49. The services are not available in all parts of the United Kingdom, and will not be provided to customers outside of the United Kingdom.
50. If the services require any installation or other works at your property, we will arrange for an engineer to visit you on or before the date on which your services are due to start. If you cancel this appointment after 12:00pm on the day before the appointment is scheduled to take place, we may charge you for the costs we incur as a result.
51. Installation or other works may require the consent of someone else (for example, your landlord). You are responsible for obtaining any consents before we install your equipment. We will not carry out any installation works if more than usual construction works are required. If the engineer who visits your property reasonably determines that the installation is not standard and so cannot proceed, we will cancel your order and refund any monies you have already paid.
52. We may direct and manage traffic on our networks as necessary to ensure that we can meet our obligations to provide services with the reasonable skill and care of a competent telecommunications service provider to all our customers. This may mean (in respect of broadband services) that the service may be slower at some times than others (depending on when more of our customers are online).
53. You must ensure that:
- a. there is an earthed mains electricity supply of 240v available within 3 metres of any equipment which we supply to you under this agreement;
  - b. (if we are to install any equipment for you) you will make sure that the area in which you wish the equipment to be installed is suitable for installation (in accordance with our reasonable instructions);
  - c. You comply with our reasonable instructions and the manufacturer's instructions (in particular in relation to storage and use) in respect of the equipment;
  - d. if you are using our services but not buying equipment from us:
    - i. all equipment you do use must be safe and fit for the purpose of using the services; and
    - ii. you must give us all information about your equipment as we reasonably ask of you.
  - e. you implement reasonable control and security measures to prevent unauthorised or fraudulent use of the services including setting a password on all equipment you use in connection with the services, and not telling anybody else what that password is.



54. We are regulated by OFCOM, which has the power to withdraw a telephone number at any time. We will not be responsible for any loss or damage you suffer as a result of this, unless we have been negligent.
55. If you ask us to change your tariff or any feature or service on your telephone line, we may be able to do this straight away. If we can't, we will tell you when the change will happen.
56. If your services include line rental, we will allocate you a telephone number for your use on that line. This telephone number does not belong to you, and cannot always be transferred to another property.
57. Unless you ask us not to, we will arrange for the telephone number we give you (as well as your name and address) to be included in a telephone directory and directory enquiries service.
58. Our network may show your telephone number to the person you are dialling (including to the emergency services).
59. If your services include broadband:
  - a. this will give you access to content over the internet which is chargeable. You are responsible for paying these charges, not us;
  - b. the speed of broadband which you receive depends on a number of things, including the distance of your property from the exchange, local availability and line capability. Other than if we have been negligent, we will not be responsible if you cannot receive the maximum broadband speed advertised;
  - c. to prevent spam from affecting our networks, we may, but do not guarantee that we will, block any incoming or outgoing e-mail which appear to be unsolicited or otherwise might be considered spam;
  - d. we may, but do not guarantee that we will, use virus screening technology to detect viruses and other malware, but will not be responsible (unless we have been negligent) if that virus screening technology fails to detect any such viruses or malware. We advise you to also use virus screening software;
  - e. you shall ensure that, in order to use the broadband services you have an existing telephone line (if you are not buying line rental from us), have a computer which is technically capable of connecting to broadband services, and that you have all the necessary cables and equipment (if not supplied by us) to use the broadband services;
  - f. you must not use any of the equipment we provide for accessing any services other than the services we provide to you;
  - g. you are responsible for paying your existing telephone services provider the charges for line rental (if you are not buying line rental from us);
  - h. we may, on request, give you a static IP address. Charges for this are set out in the tariff. This address does not belong to you, and if your broadband service is terminated, disconnected or suspended, this address may be reassigned to us or another customer.
60. If you buy line rental from us, and this agreement comes to an end, unless and until you buy line rental from another provider, you will not be able to make calls (including to the emergency services).

### **Change to the services or to these terms and conditions**

61. We may change these terms and conditions at any time and will publish any change online at [www.fleurtelecom.co.uk](http://www.fleurtelecom.co.uk) (or at another web address we tell you about).
62. If any change to the terms and conditions may significantly disadvantage you, we will write to you (by letter, email or with your bill) at least one month before the change will take effect.





## Suspension of the services

63. In addition to our other rights under this agreement, sometimes we may have to suspend the services (or any part of them) for reasons which may include:
- a. operational or technical reasons;
  - b. if we are required to do so by a government or other regulatory body;
  - c. in an emergency;
  - d. for reasons of security; and/or
  - e. preventing fraud, nuisance or abuse of the equipment, services or network;
64. If we have to suspend some or all of the services under paragraph 63, we will re-start the services again as soon as we can.

## Ending this agreement

65. You can end this agreement:
- a. if you have been significantly disadvantaged by any change to these terms and conditions and you tell us within 30 days of being notified of that change. If this happens, we will refund to you any advance payments which you had made to us (for example line rental payments) which would have applied to a period of time after the end of the agreement;
  - b. at any time without a reason, by giving us 30 days' notice. If you give your notice at a time which would mean that the agreement would end within the minimum period stated in your order confirmation, you must pay us an amount which we tell you, provided that that amount is no more than the total monthly charges which would have been payable up to the end of the minimum period. Further information on the cancellation charges payable can be found at [www.fleurtelecom.co.uk](http://www.fleurtelecom.co.uk) (or at another web address we tell you about); and
  - c. if we have failed to comply with the terms of this agreement in any material way, and we have not corrected that failure within 30 days of you telling us of our failure. If this happens, we will refund to you any advance payments which you had made to us (for example line rental payments) which would have applied to a period of time after the end of the agreement.
66. In addition to any other rights which we have under this agreement, we may end this agreement (and the services we provide to you):
- a. if you have failed to comply with the terms of this agreement in any material way, and you have not corrected that failure within 30 days of us telling you of your failure. If this happens, we may require you to pay an amount which we tell you, provided that that amount is no more than the total monthly charges which would have been payable up to the end of the minimum term;
  - b. immediately if the Government, OFCOM or another legal or regulatory body require us to, or they remove any right or licence that we need to supply the services. If this happens, we will refund to you any advance payments which you had made to us (for example line rental payments) which would have applied to a period of time after the end of the agreement; or
  - c. at any time after the end of the minimum period stated on your order confirmation if we give you 30 days' notice.

## How to contact us (and how we may contact you)

67. If you need to contact us, please use the details below. When we say in this agreement that you need to tell us something, you can use the details below:



- a. By phone to our Customer Services number 03333 204020;
  - b. By email to [help@fleurtelecom.co.uk](mailto:help@fleurtelecom.co.uk);
  - c. By post to Customer Services, Fleur Telecom Limited, Hampshire House, Hampshire Corporate Park, Templars Way, Chandler's Ford, Eastleigh SO53 3RY.
68. If you have a complaint about the services or equipment we are providing to you, please contact us in accordance with our Complaints Procedure which you can find at [www.fleurtelecom.co.uk](http://www.fleurtelecom.co.uk) (or at another web address we may tell you about) or contact us at [Complaints@fleurtelecom.co.uk](mailto:Complaints@fleurtelecom.co.uk) or call us on our customer services number: 03333 204020.
69. If we don't resolve your complaint, you can contact CISAS: Communications & Internet Services Adjudication Scheme using the details below:
- a. By phone: 0207 520 3827
  - b. By email: [info@cisas.org.uk](mailto:info@cisas.org.uk)
  - c. By post: CISAS, 70 Fleet Street, London, EC4Y 1EU
70. If we need to contact you, we may use any of the contact details you have given us (including your billing address, email address, fixed or mobile telephone numbers) or any other contact information which is publicly available. You must notify us as soon as possible if any of your contact details change.

## Transferring your agreement to another person

71. We may transfer your agreement to another company to provide the services, provided this does not prejudice your rights under the agreement. We will write to you if we intend to transfer your agreement to another company.
72. You must ask us before you transfer your agreement to another person for them to receive the services or use the equipment. We will not unreasonably object to your request.

## Information about you

73. When you order equipment and services from us, we may contact credit reference agencies (for example Experian and Equifax) and use fraud prevention schemes and contact other third parties to find out information about you for credit reference purposes.
74. We may share information about you (including your payment history with us) with credit reference agencies (for example Experian and Equifax) and other communications companies to help prevent fraud. We will keep all personal information we hold about you (including that information which you give to us and that information which we obtain about you from credit reference agencies) securely and will keep it and use it:
- a. in accordance with our Privacy Policy which is available at [www.fleurtelecom.co.uk](http://www.fleurtelecom.co.uk);
  - b. for the purposes of invoicing you; and
  - c. for the purposes of providing the services to you.
  - d. to give you information on our other products and services by phone and in writing (unless you have specified otherwise). You may opt-out of receiving information about our other products and services at any time by using the contact details set out in paragraph 67 above.

## Other information about your agreement

75. No person other than you or us may enforce or rely on any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.
76. Each of the paragraphs of this agreement operates separately. If a Court finds any of the paragraphs of this agreement to be unreasonable or invalid, the remaining paragraphs will still apply.



77. Unless you tell us or we tell you specifically, if you or we choose not to enforce, or delay in enforcing any right we may have under this agreement, this won't be treated as either you or us having given up that right altogether. For example, if you fail to act in accordance with any particular requirement of this agreement, we might overlook it once but would still be able to enforce any subsequent failure.
78. This agreement is governed by English law and English courts will have the exclusive right to resolve any disputes which arise out of or which are connected to this agreement.

