

# ZOOM FIBRE LIMITED

## Terms and Conditions

The terms and conditions below apply to all Zoom Fibre Limited customers.

Set out below are the full terms and conditions (General Terms) for the provision of services to you.

Zoom Fibre is a trading name of Zoom Fibre Limited. In these terms and conditions, "we", "our" and "us" means Zoom Fibre Limited.

### **The summary of our terms**

These Terms and Conditions (T&Cs) set out the legal relationship between Zoom Fibre and the Customer and are the basis upon which we will provide the service and associated equipment to the Customer.

#### **1. What we provide**

We provide the service(s) that you have asked us to provide.

All our services are subject to these terms.

#### **2. Payment**

We will charge you the amount set out in your order form.

We may change the price of broadband, line rental, call plans and/or call charges and any other charges at any time. Read paragraph 18 of these terms and conditions for more information.

#### **3. Cancellation period**

If you change your mind about our services within 14 days of signing up you can cancel our agreement. You will only have to pay for the services you have used and return any equipment. Paragraph 8 sets out the details on how to do this.

#### **4. Leaving us (or us leaving you)**

If you wish to leave us, paragraph 15 sets out how you can do this.

If you do not cancel within 14 days but want to leave in your minimum term (where applicable), then early termination charges may apply.

Where we may have to stop or suspend providing your services, terms are as set out in paragraph 15.

#### **5. Your responsibility to us**

To ensure our services operate within the law, we do need you to follow certain rules when using our services as set out in paragraph 2 and the relevant provisions of the Broadband Service Terms.

#### **6. Our responsibility to you**

We take responsibility for providing you with quality services and equipment. However, there are certain circumstances in which this responsibility to you is limited or excluded as set out in paragraph 11 and the relevant provisions of the Broadband Service Terms. These are important paragraphs, and we really recommend you read them in full.

#### **7. Changes we can make**

We will sometimes need to change these terms, the services or our prices. We will normally let you know when we do this (see paragraph 18). If the change is materially disadvantageous to you then you may be able to end our agreement without charge.

#### **8. Your information**

For full information on how we will handle your personal information, please see our Privacy Policy at [www.zoom.net.uk](http://www.zoom.net.uk)

## **Terms and Conditions**

### **ZOOM FIBRE General Terms**

#### **1. What we provide**

1. We will provide you with:
  1. your chosen services;
  2. content;
  3. any equipment we agree to provide;
2. The following terms shall apply:
  1. these General Terms;
  2. the relevant Broadband Service Terms; and
  3. any Offer Terms (if applicable when you signed up).
3. When you sign up for our services you must take:
  1. broadband or fibre broadband from us. You may end your agreement for these services as set out in paragraph 15 of these General Terms.

#### **2. Your use of the service(s)**

1. You must:
  1. provide access to your property or a neighbouring property where this is necessary for us to provide the services;
  2. look after any equipment we provide;
  3. use the services for personal use in the UK (so do not use the services to run your own business but a couple of work emails and occasional home working is acceptable) and in accordance with our Acceptable Use Policy;
  4. not copy, change or publish any material Zoom Fibre produced or own (normally marked with a ©) or use it for any business purpose;
  5. only connect safe equipment to our network that will not harm it or our other customers' equipment;
  6. keep all passwords secure and confidential, and not make them available to other people; and
  7. agree that we have the right to modify any digital content we provide (for example update the software in your router). Modifications will be of the same quality and description.

#### **3. Our provision of the services**

1. To protect our network and to provide a quality service, Zoom Fibre may have to restrict your use of our services or the equipment we provide where:
  1. it may have a harmful effect on the experience of other users (for instance if you are sending spam messages or hosting a commercial website);
  2. your equipment has been infected by computer viruses; or
  3. it's necessary to stop the spread of any virus within either your equipment or our network;
  4. if your computer becomes the target of a DDoS attack.
2. To make changes to technical specifications Zoom Fibre may have to interrupt the service(s) but we will restore it as quickly as we can.

#### **4. Ordering, the service and the minimum term**

1. Our agreement starts when we accept your order which will be confirmed by email.

2. If you order services from us, you confirm that you are at least 18 years old and that we may ask you for proof of identity and address and carry out any necessary credit/ identity checks on you.
3. The Broadband Terms below set out when the service and any minimum term commences.
4. If you want us to stop providing you the service at the end of the minimum period you need to give us notice in accordance with these terms and conditions.
5. Once your minimum period ends, if you haven't asked us to stop providing the service or asked to change service, we will continue to provide the service to you on the then current standard monthly price for that service.

## **5. Paying for the services**

1. For most of our services we will charge you a standard monthly fee (what we call a subscription charge). In some cases, additional fees linked to how much you use the service also apply. You will also have to pay any additional charges detailed in these terms that may become due.
2. We will normally bill you monthly in advance for any subscription charges.
3. Payment must be made by Direct Debit, unless we advise you otherwise.
4. As our services are only for personal use in the UK, we do not provide VAT invoices.

## **6. If you fail to pay**

1. If you do not pay your bill, we will remind you (for example by calling you or interrupting your broadband service). If we still do not receive payment we may:
  1. add a late payment charge to your bill (but normally only if we do not receive payment within 10 days of our reminder);
  2. suspend providing the service or end our agreement, or
  3. ask a debt-collection agency to collect the payment on our behalf. If we do, you will also have to pay the reasonable costs we have to pay the agency as part of your outstanding charges, which the agency will add to your debt on our behalf.
2. If any payment method fails we may add a failed payment charge to your next bill.
3. The charges set out in this paragraph 6 are not subject to VAT.

## **7. Engineer visits**

1. We will agree an estimated appointment date for engineer visits and will contact you a minimum of two working days in advance if this changes. You can change or cancel any appointment date but you must give us at least two working days' notice.
2. We may charge you for any engineer visit in the following circumstances:
  1. you provide an incorrect address;
  2. entry is refused to the premises, or access cannot be gained by the engineer;
  3. we agreed with you that the premises had to meet certain requirements so we could carry out the work, but it does not meet these requirements;
  4. you report a fault, an engineer attends your premises and discovers the fault was not due to our services or equipment or, the reported fault was not present;
  5. there is no responsible adult present who is authorised by you to make decisions or answer questions necessary to fix the faults;
  6. when you cancel a request for an engineering visit later than two working days' before the appointment date;
  7. if we could have fixed the issue without sending an engineer if you'd had the ability to connect to the router with wired (ethernet) connection; or
  8. an engineer arrives at the premises to carry out the work you requested, but you no longer wish the work to be carried out.

## **8. Cancellation period**

1. Unless our Broadband Service Terms say otherwise we provide you with a 14 calendar day cancellation period which starts:
  1. for services, on the day after we accepted your order; or
  2. for any equipment, on the day after we delivered it.
2. If you cancel any services within this cancellation period you must:
  1. pay for any services received up to the date that you told us you wanted to cancel;
  2. pay any installation, connection or activation charges associated with that service (including the full cost of charges that were discounted or advertised as free as a condition of taking services on the terms that you agreed); and
  3. return any equipment we have provided as set out in paragraph 8.5 below.
  4. where you give notice to cancel within 48 hours of your service(s) activating, we are unable to stop the order for your service(s) progressing, and so will not be able to cancel your service(s) until they are activated. You will have to pay for any installation and/or activation charges incurred.
3. If you just ordered equipment and cancel within the cancellation period, paragraph 8.2 does not apply but you must return any equipment to us as set out in paragraph 8.5 below.
4. If the service you signed-up for is a product change, a re-contract, call feature or call plan, upon cancelling the service we may move you back to your previous agreement or the closest matching service.
5. Where you cancel as set out in paragraphs 8.2 and 8.3 above and are required to return any equipment to us:
  1. you must return the equipment to us (undamaged and in its original packaging) within 14 days of telling us you want to cancel, at your own cost; and
  2. we will refund anything you have paid for the equipment less an appropriate amount (up to the full value of the refund) where the equipment is damaged or has been used more than necessary to check it.
6. If you do not return the equipment within 14 days of cancelling you will have to pay the full price of the equipment. If you subsequently return the equipment to us, we will waive or return what you have been charged for the equipment.
7. These rights are in addition to any other legal rights you may have to cancel our agreement.

## **9. Returning faulty equipment**

1. You must return any item of equipment that either:
  1. you report to us as faulty;
  2. we tell you is faulty; or
  3. requires replacement for technical reasons.
2. If you have reported any equipment because you believe it to be faulty, we may test it and if it's working, we may send it back to you and charge you our costs for testing and postage.
3. If within 30 days of us replacing equipment you have not returned the faulty equipment, we may either:
  1. suspend or restrict access to any service that we provide to you until the relevant equipment is returned; or

2. seek to recover our costs in respect of that equipment from you.
4. All our equipment will conform to the terms of our agreement, be as described and work for a reasonable period of time if you look after it.

## **10. Your equipment**

1. We will use reasonable care to stop any digital content we provide damaging your equipment or causing a loss of your data or content, but we cannot be responsible for any such damage:
  1. where you do not follow our instructions when using, downloading or installing the digital content;
  2. where you do not use the digital content as we told you to;
  3. due to configurations on your device or potential compatibility issues which we couldn't expect to know about;
  4. due to the nature of the internet and you failing to have protection against viruses;
  5. due to defects in third party content or acts we couldn't be reasonably be aware of; or
  6. due to things outside our reasonable control.
2. If we are responsible for such damage, any compensation will be limited to the cost of replacing the device.

## **11. Our responsibility to you**

1. If something goes wrong we will always look to put things right but, except as set out in paragraph 11.3, we will never be responsible for:
  1. financial loss;
  2. information that is lost or corrupted (unless this is due to digital content we provide);
  3. losses that you may suffer if you have used the service or equipment we provide for business purposes, (for example due to not being able to carrying out remote working or being able to run a home business) which is outside the remit of these Terms and Conditions;
  4. any loss that was not foreseeable to you or us when we entered into our agreement; or
  5. losses caused by your breach of our agreement.
2. Except as set out in paragraph 11.3, we will not pay you more than £1,000 in compensation in any 12 month period.
3. Nothing in paragraphs 11.1 or 11.2 limits our responsibilities relating to:
  1. equipment or digital content (which we are responsible for providing) which is not of satisfactory quality, fit for purpose, has been described wrongly or installed incorrectly;
  2. services which have not been provided with reasonable skill and care;
  3. injury or death as a result of our negligence;
  4. not delivering equipment within agreed time periods; or
  5. our fraud or due to us deliberately breaching our agreement.

## **12. Compensation**

1. If you let us know you have suffered an intermittent or continuous total loss of service we will refund a pro-rata amount of any subscription fees you have paid in respect of that period of loss of service, except where:

1. the failure is due to an outage which is not isolated to your line, for example network wide outage outside of our responsible control;
2. we suspend your service in accordance with our agreement or you are in breach of any term of the agreement;
3. through no fault on our part, we are unable to carry out any necessary work on your premises (for example where we cannot gain access to your premises, agree an appointment date or obtain all assistance or information that we require from you); or
4. the failure is due to matters beyond our reasonable control.

### **13. Complaints**

1. We aim to resolve any complaints fully, fairly and within a reasonable timeframe.
2. If you are unhappy with the service and wish to raise a complaint, this should be done using the following contact details:
  1. Email: Support@zoom.net.uk
  2. Post: 74-76 Barrack Lane, Bognor Regis, PO21 4DE
3. Upon receipt of a complaint, we will investigate the issues and send a response to you addressing the points raised and where appropriate, setting out proposals for resolution.
4. If an agreement has not been reached within 8 weeks of us receiving the complaint, or we agree in writing that you may refer the complaint to independent adjudication before the end of the 8 week period, you may refer their complaint for independent consideration by the Communications and Internet Services Adjudication Scheme (CISAS) at [www.cisas.org.uk](http://www.cisas.org.uk). This service is free of charge.

### **14. Your right to end our agreement**

1. If you want to end our agreement, unless you are inside the cancellation period set out in paragraph 8 you will need to give us 30 days' notice if you are ending the service or if you are moving to another provider. We will continue to provide the services and you will need to pay for all charges during this period.
2. If someone else requests that we end our agreement (for example a provider you may be transferring to) we will not accept that notice unless we hear from you directly. We will contact you, asking you to confirm that this is what you want. We will cease to provide you with your service on the date that we agree between us.
3. If you cancel your direct debit without contacting us to arrange payment by alternative means, we may assume you want to end our agreement.
4. If you choose to end our agreement for any service within a minimum term (except where you are inside the cancellation period set out at paragraph 8 or we make a change to your material disadvantage as set out at paragraph 18 (other than where we make a change as set out in paragraph 18.1.5 or paragraphs 18.3 and 18.4)) you will have to pay any early termination charges. Other charges may be due as set in the Broadband Service Terms.

### **15. Our right to suspend your service or end our agreement**

1. We can suspend or stop providing our services and/or end our agreement where:
  1. our ability to continue to provide the service to you is materially and adversely affected because: (i) any of our telecommunications carrier(s) or supplier(s) ceases to provide services to us; or (ii) any authorisation required by us ends or is changed;

2. we reasonably believe that the service is being used, or is intended to be used in a way that does not comply with paragraph 2, 5 or 8.5 of these General Terms;
  3. you breach any material provision of the Broadband Service Terms;
  4. we reasonably believe you have provided us with false or misleading details about yourself;
  5. we tell you that your use of the service is causing problems for other users, and you carry on using the service in the same way;
  6. we reasonably believe that you have used the service or the equipment for illegal purposes;
  7. we receive a serious complaint about your use of the service which we believe to be genuine (for example you are using any service in breach of our Acceptable Use Policy);
  8. in the event of your bankruptcy or death;
  9. we are required to by the emergency services or other government authority;
  10. you repeatedly request your bank to chargeback payments that you are not disputing; or
  11. we are no longer providing the service to customers.
2. We will normally give you 14 days' prior notice before suspending or stopping providing our services (and/or ending our agreement) and work to resolve any issues with you. We may not be able to do this if there is a real risk of loss or harm to us or our other customers (for example, where there is a reasonable suspicion of fraud or other abuse).
  3. If we suspended the services we may charge a line restriction fee.
  4. Unless the reason we end our agreement is because we are no longer providing the service to customers as set out in paragraph 15.1.11 and you are within a minimum term you will have to pay an early termination charge.
  5. This paragraph 15 will apply where we have right to suspend or stop providing our services and/or end our agreement as set out in the Broadband Service Terms.

## **16. After the agreement ends**

1. If either of us end our agreement:
  1. if you have paid any charges in advance we will refund you for any services not used, but we will first take off any money you owe us under our agreement(s). For security or compliance reasons we may not hold your payment details after our agreement has ended so you agree that we may make these refunds by cheque; and
  2. any applications, features or services that are provided for free with or as part of the service(s) will end on the same day as our agreement ends. You may continue to keep certain features or services if you agree to pay any relevant charges or otherwise agreed with us.

## **17. Moving Home**

1. If you intend to move from your premises and want to transfer your account to your new premises, it is your responsibility to notify us at least thirty (30) days in advance before your move, in order for us to try to arrange to move your services to your new premises. Provision of the services at your new premises is subject to availability of network coverage.
2. Please note that depending on your circumstances:
  1. you may have to enter into a new agreement with us; and / or
  2. a home move fee and other home move charges (such as fees for installing a new line) may apply.

3. If we cannot provide your current service(s) to your new home you will have to pay early termination charges if you are within your minimum term, where applicable. Also, any other applicable charges for ending your current service(s) may be payable. However, if you agree to take another equivalent service (for example broadband where we cannot provide fibre) under a new agreement we may waive these charges.

## **18. Changing these terms, our prices or our services**

1. We may change the price, or other charges, the service or the terms of our agreement:
  1. if we materially change the service, or introduce new services, features or benefits (e.g. if we increase the maximum upload speed for your broadband service);
  2. if we change the way we structure our services and the price we charge for those services;
  3. if the cost to us of providing your services, or running our business increases (e.g. if the businesses we buy services or products from increase their prices);
  4. to reflect changes in technology (e.g. if we develop new systems which provide you with a better service);
  5. if there is a change in the law, regulation or regulatory guidance applicable to us (e.g. if there is a VAT increase);
  6. to make the terms of our agreement clearer or easier to understand; or
  7. due to any other circumstances that we cannot always predict in the future which means a change is necessary.
2. Your prices may increase as set out in paragraphs 18.3 and 18.4.
3. A price increase may be applied to the price of broadband and line rental. This price increase may be applied on or after 1st April each year from April 2023.
4. Where you purchase more than one service from us and each is subject to the price increase set out in paragraph 18.3, the amount of the increase is calculated on each service separately. If you receive a discount on your price, the price increase set out in paragraph 18.3 will be applied to the discounted price.
5. If we make changes, we will tell you at least 30 days in advance of the changes happening by email or by post, except where:
  1. we change your price as set out in paragraph 18.3 and 18.4; or
  2. the change is for legal or regulatory reasons as set out in paragraph 18.1.5; or
  3. it's a change that does not cause you any material disadvantage,but we will still let you know about the change (for example by email or post, by updating this page or publishing details on our website).
6. Other than where we make a change as set out in paragraph 18.1.5 and paragraphs 18.3 and 18.4, if any change is to your material disadvantage you may end our agreement for any affected service by giving us notice of your intention to leave within 30 days' of our notice of the change. If you do so, then:
  1. you will not have to pay any increased price or charge for your service during the notice period;
  2. even if our agreement has a minimum term, you may end our agreement for any affected service without paying any early termination charges; and
  3. we will also end our agreement for any other service(s) that cannot be provided without the service you have chosen to end (and you will not have to pay early termination charges for the other service(s)).

## **19. Other things we need to tell you**



1. Dealing with this agreement: You accept that our agreement is just between you and us, no one else can enforce it and you can transfer it only with our consent. However, we may take instructions from a person acting with your permission. We can transfer the agreement to another company provided this does not adversely affect your rights under the agreement.
2. Communicating with us: If you wish to give us notice, you must do so by either:
  1. Phoning our customer service team or emailing support@zoom.net.uk
  2. Writing to Zoom Fibre Limited at 74-76 Barrack Lane, Bognor Regis, PO21 4DE.
3. Communicating with you: We will give notice to you via our website by email or by post to the address where we provide the service. It's your responsibility to ensure we have an up to date email address. Any notice given via a website update or by email shall be deemed to be received on the day of transmission. Postal notices will be deemed to be received two working days after being sent.
4. Unenforceable terms: Each of the paragraphs and sub-paragraphs of our agreement operate separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs and sub-paragraphs will remain in full force and effect.
5. Delays: If we delay in taking any steps under our agreement against you in respect of you breaking our agreement that does not prevent us taking steps against you at a later date.
6. After our agreement: Paragraphs 6 (If you fail to pay), 8 (Cancellation period), 11 (Our responsibility to you), 13 (Complaints), 17 (After the agreement ends) and 20 (Other things we need to tell you) apply even if our agreement has ended.
7. We must both comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
8. We shall not be liable for failure to perform any obligations within these terms due to, fires, theft, adverse weather conditions, strikes, loss of internet connectivity, transport problems, terrorism, key employees not being available to perform the services through death, illness or departure from us, or governmental restriction.
9. Laws and courts that apply: English law applies to our agreement and claims between us will be brought in the English courts (unless you are a resident of Northern Ireland or Scotland when you may also bring proceedings in the appropriate local courts).

## **ZOOM FIBRE LIMITED Broadband Service Terms**

These terms apply where you take either broadband or fibre broadband services (both of which we call the service unless we are referring to the fibre or broadband service specifically).

### **1. What we provide**

1. We will provide you with access to the internet, helpdesk services, and any other equipment, applications and depending upon the service you sign up to.

### **2. What you need**

1. To get the services you need:
  1. some compatible equipment (for example a router). However, we will normally provide this;
  2. to be in a fibre broadband enabled area (we can do a preliminary check if you provide your postcode to us) if you want to take our fibre broadband service; and
  3. to be able to connect to our services via a wired (ethernet) connection so we can help fix any faults you may have.

### **3. Installation**

1. You may have to install some equipment at your home. This will normally involve following the user guides we provide to you.
2. There is no set up charge, however, if you request an engineer to visit where it is not necessary, we may also charge you for this.
3. If you take our fibre broadband service it may be necessary for an engineer to perform some installation works away from your home which may mean your phone line and existing broadband will be disconnected for a short period.

### **4. Quality of service**

1. We aim to provide a continuous, high-quality service, but we cannot be responsible for:
  1. slow speeds due to external factors;
  2. loss of service due to circumstances beyond our control, where we've taken reasonable steps to prevent this; or
  3. ensuring equipment we provide allows you to get a wireless signal everywhere within your home or delivers the speeds possible over a wired connection wirelessly.
2. So that your services are stable and operate efficiently, we may also take action to manage the network's performance during periods where there is a high demand and prioritise particular types of internet traffic.

### **5. Speed**

1. If, 10 days after your service is up and running, you are always getting broadband speeds lower than the estimated speed range we provided when you signed up, let us know and we will try to improve its speed.
2. You acknowledge that the actual speed and performance of the service you experience will depend on a number of factors, some of which are outside of our control. As such, we cannot guarantee that maximum transmission speeds can be obtained at any time; nor can we guarantee that, where you are eligible to receive a speed upgrade, the upgrade can be successfully completed within the indicated time-lines. However, we will use our reasonable endeavours to inform you of any issues and attempt to resolve them as soon as it is reasonably possible. As some of our services are provided over third party networks, we will not be liable for faults outside of our control.

### **6. When the service starts**

1. It may take us a while to get your service up and running but we will do this as soon as reasonably possible and we will aim to keep you updated on when we estimate this will happen.
2. Where your contract has a minimum term, your minimum term starts on the day your service is up and running or your transfer from another provider has completed (we will normally send you an email to confirm this).

### **7. Cancellation period**

1. The service benefits from the cancellation period as set out in paragraph 8 of our General Terms.

### **8. Changing your service**

1. You can upgrade to our fibre broadband service from our broadband service, provided there is fibre in your area. Any minimum term remaining for your service will be carried

forward to your new service, where applicable. You will have to pay any applicable set-up charges.

2. It is not possible to downgrade from our fibre broadband service to our broadband service.
3. Once any change to your service under this paragraph 8 has been completed, you will have to pay the charges applicable for the new service.

## **9. Ending your agreement**

1. If you choose to end our agreement within a minimum term (except where you are inside the cancellation period set out in paragraph 8 of the General Terms) or we make a change to your material disadvantage as set out at paragraph 18 of the General Terms (other than where we make a change as set out in paragraph 18.1.5 or paragraphs 18.3 and 18.4)), you will pay early termination charges.

[Zoom Fibre Limited](https://www.zoom.net.uk)    Telephone: 01243 867766  
[www.zoom.net.uk](https://www.zoom.net.uk)    Company Number 12603975    Registered in England