

## Terms and Conditions for Pay Monthly Refurbished Fixed Mobile, SIM Only Broadband Hub, and Mobile Internet Services

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Thank you for choosing Relish. Here are all the boring legal bits that We have to tell You about. Dull? Perhaps. Necessary? Yes. The terms and conditions tell You what We are supplying, how We do that, and what We ask You to do when using the Service. Whilst We would like You to read every word now, We also understand that You might prefer to sit down and read them when You have some more time, so We have also provided a handy summary. If You decide to sign up without reading every word of this document, that's up to You. Even if You decide not to read one word, by accepting Service from Us, You are telling Us that You also agree to these terms.

The summary below provides a general overview of some of the key terms contained in the Agreement. They are not a substitute for what the Agreement says, and if there is a clash between the Agreement and the summary, then what the Agreement says is right. On another legal point, if words start with a capital letter, it means that they are defined in the Agreement. Have a read and We hope everything is clear, but if not, do contact Us with questions and concerns.

If You would like Us to send You the terms and conditions in large print, on disk, or in braille, please call Our customer services team on 0330 686 8000 or You can place a request on Our website [www.relish.net](http://www.relish.net).

### KEY TERMS SUMMARY

#### 1. The Service

We are providing You with the ability to access the Internet from any of Your devices using the Refurbished Equipment that We provide to You.

#### 2. Fourteen Day Money Back Guarantee

If You call Us within 14 days from the date that You received Your Order Confirmation, You may cancel Your Agreement with Us and We shall give You Your money back. You will need to send the Refurbished Equipment to Us (undamaged and in its original packaging including any supplied SIM Cards, leads or accessories), following Our instructions within 14 days of cancellation. If You do not return the Refurbished Equipment within 14 days or if the Refurbished Equipment is damaged then We may charge You. (See clause 20 of the Agreement).

#### 3. Payment

You agree to pay the Charges by direct debit or debit or credit card and payments will normally be taken automatically each month, any other payment method would need to be approved by us and may be subject to an additional administration fee.

#### 4. Refurbished Equipment Warranty

We will provide a 12-month warranty on the Refurbished Equipment, which will start on the date that You receive, or originally received, the Refurbished Equipment. (See clause 10 of the Agreement).

#### 5. Changing the Service, Terms and Tariff

We may change the Service, the terms and conditions or the Tariff that applies to a Service at any time. If the change is unfavourable to You then We will give You one month's notice before the change takes effect. (See clause 8 of the Agreement).

#### 6. Usage Allowance

Provided that You comply with the terms of the Agreement, We will not limit the use of Your Service.

#### 7. Breaking this Agreement

We don't like it when it happens, but there are instances where, because of something You do or do not do, We can suspend or disconnect You from the Service and/or end this Agreement. (See clause 14 of the Agreement).

#### 8. Lost or Stolen Refurbished Equipment

If You have a bad day, and any of Your Refurbished Equipment is lost or stolen give Us a call immediately on 0330 686 8000 because until You tell Us, You are responsible for any activity on Your Account. (See clause 12 of the Agreement).

#### 9. Our Liability to You

There are certain circumstances in which Our liability to You is limited or excluded. (See clause 17 of the Agreement).

## THE AGREEMENT

This is the bit that We recommend You read in full, even though We know most people think legal terms are a bit boring, they are important. We do of course hope that once You have read these terms and conditions You will never have to look at them again. We know that some of the language is a bit more formal than We would normally like, but it is important that We get it right for You and Us.

### Terms and Conditions for Pay Monthly Refurbished Equipment and/or SIM only Services.

This Agreement is between UK Broadband Limited (trading as Relish), whose principal place of business is at 236 Gray's Inn Road, London WC1X 8HB and You.

#### 1. DEFINITIONS

**Account** - the Account (referred to on Our Website as "My Account") which You can access on-line in which We record Your Data use and applicable Tariff for Your Service and where You can manage Your Service.

**Additional Services** - any additional services that We may make available to You from time to time.

**Age Restricted Services** - any Service which You need to be over a certain age to use.

**Agreement** - includes these terms and conditions, the Refurbished Equipment Warranty, the Tariff and Your Order Confirmation.

**Cancellation Period** - the period in which You have the right to cancel this contract, which expires 14 days from Order Confirmation.

**Charges** - the Subscription Charges, Per Megabyte Charge, any applicable Connection Charge, and any other charges that You incur when You use the Service which will be calculated using the then current Tariff.

**Connection Charge** - a one-off that may apply to the Service and is calculated based on the Minimum Term selected by You, and confirmed by Us, on Your Order Confirmation.

**Data** - information on the Internet or otherwise that You will have the ability to access when using the Refurbished Equipment.

**Data Allowance** - Your monthly Data volume included in Your Subscription.

**Data Boost** - Your request for additional Data placed via Your Account (excluding international Roaming).

**Group Companies** - a subsidiary or holding company of a party and any subsidiary of any holding company and the meaning of subsidiary and holding company are taken from the Companies Act 2006.

**Minimum Term** - the minimum duration of Your Subscription set out in Your Order Confirmation.

**Network** - the electronic communications systems We use to provide the Service including Our network and the electronic communications systems of Our Third Party Network Providers.

**Order Confirmation** - the communication You receive confirming the details of the Service You have ordered from Us including information on Your Subscription.

**Per Megabyte Charge** - the amount You pay for Data after You have exceeded Your Data allowance depending on the Tariff that You have selected.

**Roaming** - the extension of connectivity to the Service in locations beyond the geographical coverage area of Our Network.

**Refurbished Equipment** - separately or together, the pocket hub or indoor hub, the SIM Card or other equipment supplied, or previously supplied by Relish, that is used to access the Service and which has been previously used, pre-owned, refurbished and/or reconditioned, but in any-case is not new equipment.

**Refurbished Equipment Warranty** - the warranty that We give You for the Refurbished Equipment is as set out at clause 10.

**Service** - the service ordered by You as confirmed in Your Order Confirmation as either (i) the Refurbished Equipment (including any SIM Card) and access to the Internet via the Network, or (ii) the SIM Card only Service which includes access to the Internet via an indoor hub (but not the pocket hub) to the Network together with Additional Service that We may make available to You from time to time.

**SIM Card** - the SIM Card and USIM card(s) provided by Relish.

**Subscription** - the Service You ordered as confirmed in Your Order Confirmation, which includes Your Data Allowance.

**Subscription Charges** - the monthly recurring charges that You must pay for Your Subscription.

**Tariff** - also referred to as "Plan" - the charges that apply to the Service from time to time and available on Our Website.

**Third Party Network Provider** - any third party operating a communications system used in the provision of the Service to You that We have entered into an agreement with.

**We, Our or Us** - UK Broadband Limited trading as Relish.

**Website** - [www.relish.net](http://www.relish.net)

**You or Your** - You the customer and/or any person You purchased the Service for.

## AGREEMENT

- 1.1 When You request a Service from Us We will notify You about this Agreement. When We accept Your request for Service You are asked to read and accept these terms and conditions. By placing an order with Us, You are telling Us that You are happy with this Agreement and the Agreement will start the moment that We accept Your request for Service.
- 1.2 The Minimum Term starts from the moment that Your Service is activated and the Charges will be effective from this date, whether or not the Charges are debited from Your account on that date. Your bill, issued in accordance with clause 7, shall confirm the date range of the Charges and the approximate date funds shall be requested from Your account.
- 1.3 Whilst using the Service You agree to keep to this Agreement at all times and to follow all instructions on using the Service that We give You.

## 2. WHAT WE WILL PROVIDE TO YOU

- 2.1 We will open an Account for You and, as applicable to the Service requested by you, We may also confirm if you currently have any Refurbished Equipment that may be used by You for the Service. On Order Confirmation, and/or on payment of any applicable Connection Charge We will provide You with the applicable Refurbished Equipment and/or SIM Card required to use the Service, such Refurbished Equipment status shall be set out on the Order Confirmation, which will be covered by the Refurbished Equipment Warranty.
- 2.2 By placing an Order with Us, You understand and accept that the equipment supplied to You under the terms of this Agreement is Refurbished Equipment, and except in so far as We provide a Refurbished Equipment Warranty that is in line with the warranty for new equipment, We have no other responsibility to You in relation to the condition of the Refurbished Equipment.
- 2.3 Ownership and risk in the Refurbished Equipment (except as otherwise set out in this Agreement) will pass to You either when you get the Refurbished Equipment, or, where the Refurbished Equipment is already in your possession, on Order Confirmation.
- 2.4 Refurbished Equipment should be used and stored in line with this Agreement and any other instructions that We give to You. Unless the Refurbished Equipment Warranty covers the fault in the Refurbished Equipment, We may charge You for any replacement or, in Relish's sole discretion, one (1) month Charge.
- 2.5 The SIM Card and any software do not belong to You, We are licensing it to You to use the Service. We may change the SIM Card at any time or tell You to return it at the end of this Agreement. If You need a replacement SIM Card then We may charge You the most current Tariff.
- 2.6 A dynamic IP address is offered as standard to all of Our customers. You can request a static IP address, subject to availability; we will do our best but we cannot guarantee availability. If we provide you with a static IP address it will be subject to the following conditions: (i) the Minimum Term for Your static IP address will end at the same time as the Minimum Term for Your Service; (ii) the address will be allocated by Us, unfortunately it cannot be chosen by You; (iii) any allocated static IP address will revert to Us when Your Service is disconnected or terminated; (iv) You will not own any IP address or have the right to sell Your static IP address to anyone else; (v) We cannot guarantee 100% availability for the static IP address but We will do Our best; if You do experience any problems then you can call Our customer service team on 0330 686 8000.

## 3. SERVICE AND COVERAGE

- 3.1 Once You are connected, We will provide You with access to Our Service. Under the terms of the Consumer Contract Regulations 2013, we are not allowed to connect You until 14 days after the day on which Your Contract for Refurbished Equipment is delivered (the 'Cancellation Period'), unless You expressly request Us to do so. If you do request immediate connection when you order the Service, this will not affect Your right to cancel under Our Fourteen Day Money Back Guarantee.
- 3.2 We aim to provide You with the Service at all times however due to the nature of mobile technology it is impossible to guarantee a fault free Service so the Service is provided on an 'as-is' basis.
- 3.3 We will try to give You access to data networks in other countries. Overseas networks may be limited in quality and coverage though, as We rely on the arrangements that We have in place with any foreign operators. For more information about Network coverage please visit Our Website.
- 3.4 We may:
  - (a) change or withdraw some or part of the Service from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to

remove, replace or modify content. As explained in clause 8, You can end this Agreement if this change is likely to be unfavourable to You;

(b) determine at any time how Service is presented and delivered to the Refurbished Equipment or is otherwise made available to You.

3.5 Roaming will not apply when We are supplying You with an indoor hub.

#### 4. USING THE SERVICE

4.1 It is Your responsibility to ensure that any Refurbished Equipment is only used to access the Service as allowed in this Agreement.

4.2 Only Refurbished Equipment that We provide to You, or expressly agree that You hold and may provide, may be used with the Service.

4.3 You will be able to upload and send Your own content using the Service. You grant Us and any Third Party Network Provider a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content You upload using the Service in so far as it is necessary for Us to provide you with the Service and/or to comply with our legal and regulatory obligations.

4.4 We accept no responsibility for any content, or use of content, that You may access when using the Service.

4.5 You must keep all PINs and passwords secure and confidential. You are also responsible for the security of Your Refurbished Equipment and must ensure that You keep it secure (please refer to Your user guide for details).

4.6 You should immediately change Your PIN or password if You become aware that someone is accessing the Service on Your Account without Your permission.

#### 5. YOUR OBLIGATIONS

5.1 You may only use the Service:

- (a) for Your own personal use if You are a consumer; or
- (b) in the course of running Your business if You are a business customer.

This means You must not resell or commercially exploit any of the Service or content that You access whilst using the Service.

5.2 You agree to follow any reasonable instructions that We may give You, and to allow Us access to Your premises if We need it.

5.3 You agree to the Minimum Term and to maintain enough funds in Your account to pay the monthly Charges in accordance with clause 7, and for the duration, of the Agreement.

5.4 You must not use the Service or Refurbished Equipment or allow anyone else to use the Service or Refurbished Equipment for illegal, improper or unacceptable uses. For example:

- (a) for fraudulent, criminal or other illegal activity;
- (b) in any way which breaches Our or any other person's rights, including copyright or other intellectual property rights;
- (c) to copy, store, modify, publish or distribute Service or content, except where We give You permission;
- (d) in any way which breaches any security or other safeguards or, in any other way which harms or interferes with the Network, the Service or other users' access to or use of the Service;
- (e) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or label of the origin or source of software or other content contained in a file that You upload; and
- (f) in a manner that We believe is jeopardising the operation of Our Network.

5.5 You must always co-operate with Us and follow Our reasonable instructions to ensure the proper use and security of the Service and Your Account. You must only use the Refurbished Equipment authorised by Us for connection to Our Network and comply with all relevant legislation relating to its use.

5.6 We may publish an acceptable use policy, which provides more detail about the rules for use of the Service in order to combat fraud, excessive use and where Additional Services are provided, We may introduce/require certain rules to ensure that they can be enjoyed by Our customers. If We publish and/or amend such a policy We will let You know.

5.7 You must inform Our customer services team on 0330 686 8000 of any changes to Your personal details such as banking and contact information, including Your address, phone number and email.

#### 5.8 Responsible Use of Age Restricted Services

If You are under 18, You are not allowed to access Our Age Restricted Services (if any). If You are 18 or over and You access the Age Restricted Services, You must not show or send content from the Age Restricted Services to anyone under the Age of 18. You must also ensure that You have deactivated any access to Age Restricted Services if You allow anyone under 18 to use Your Refurbished Equipment, this can be done via Our parental control feature in Your Account or by calling Our customer service team on 0330 686 8000.

#### 5.9 Responsible Use of the Service outside the UK

If You use the Service from a country outside the UK, Your use of the Service may be subject to the laws and regulations that apply in that other country. We are not liable for Your failure to comply with those laws and regulations.

## 6. PAYMENT

- 6.1 You agree to the Minimum Term and to pay all Charges for the Connection Charges, SIM Card, any relevant Refurbished Equipment and the Service.
- 6.2 We may set a Data spend limit on Your Account subject to a credit reference check, or for any other reason as notified by Relish in our sole discretion. We may increase or remove this after carrying out the credit reference check.
- 6.3 If You wish to increase Your spend limit You will need to call customer services on 0330 686 8000.
- 6.4 You will not be able to exceed this spend limit without Our consent.
- 6.5 If there is a significant increase in Your usage between bills, We may contact You and ask for a part payment so You can continue to use Our Service.
- 6.6 We will normally bill You monthly in advance for the Connection Charges, and Subscription Charges and monthly in arrears for all other Charges. You agree to pay the Charges by the date specified on the Invoice and the method of payment will be as set out on Your Invoice.
- 6.7 We will provide bills online. In line with clause 2, We will provide Your first bill for Service shortly after We have provided the Service to You for the first time. After that, We will provide bills at regular intervals. However, We may sometimes provide You a bill at a different time, for example if the amount of money You owe Us is considerably higher than expected.
- 6.8 VAT is charged at the current rates.
- 6.9 You agree to pay the Charges by direct debit or debit or credit card and payments will normally be taken automatically each month or, if different, we shall provide reasonable notice before taking direct debit payment. Any other payment method may be subject to an additional administration fee, not exceeding Our reasonable cost for the use of that means. If You think that the Charges on Your bill are incorrect and wish to dispute those Charges, You must tell Us straight away. You must pay any Charges that are not disputed. If you have paid the undisputed Charges then We will not suspend or end a Service while We investigate any dispute.
- 6.10 If You do not pay Your bill, We will send You a reminder or call You. If We do not receive payment within seven calendar days of the date of that reminder, We may suspend or terminate the Service, and/or add a late payment charge, to cover Our reasonable costs, to Your next bill by way of compensation to Us for breaking the terms of this Agreement. We may also charge You to cover the cost to Us for any direct debit or cheque payments which are returned to Us because You do not have enough funds in Your account. The charges relating to late payment set out in this paragraph are not subject to VAT.
- 6.11 We will generally not suspend or end the Service or the Agreement for non-payment of Your bill until 21 days after Your payment was due. If however You have failed to pay on time a recent bill or have failed to pay a bill on many occasions We may end the Service earlier than 21 days.
- 6.12 If You do not pay Your bill, We will contact You and We may charge You interest on the late or unpaid amounts. We may charge interest daily at the rate of 2% above the base rate of Barclays each year. We may ask a debt-collection agency to collect the payment on Our behalf. If We do, You will have to pay Us an extra amount by way of compensation to Us for breaking the terms of this Agreement. This will not be more than the reasonable costs We have to pay the agency, who will add the amount to Your debt on Our behalf (this will depend on the amount You owe Us). Any extra amount added to Your bill will not be subject to VAT. This paragraph applies even if Your Agreement with Us has ended.
- 7.13 By agreeing to take Service from Us You also agree to allow Us to conduct a credit reference check. If We choose to do so We will share Your personal data under contract and in accordance with the Data Protection Act 1998 with recognised and reputable credit reference agencies such as, for example, Experian and/or Equifax. We may also report your payment history and any defaults to the relevant credit reference agency.

## 7. CHANGES TO TERMS AND TARIFF

- 7.1 We may change any of the terms of Your Agreement and when We do:
  - (a) We will let You know at least 30 days in advance if We decide to:
    - i. stop the Service; or
    - ii. make any changes to Your Agreement which are likely to be unfavourable to You; or
    - iii. increase the Tariff for the Service in any twelve-month period.
- 7.2 If You don't agree with any of the changes that We tell You about You may terminate the Agreement without additional penalty by giving notice to Us as set out in clause 20.2 and prior to the notified changes taking effect. If We make changes, and You carry on using the Service after the changes are made then You accept those changes at the same time.

- 7.3 If, following acceptance of an order You wish to amend the Minimum Term, then, You should advise Us in writing, and We shall confirm in due course, verbally or otherwise, that the Minimum Term may, or may not, be amended along with any associated Charges to effect the change. Where You do not wish to accept such Charges, then the Minimum Term and Service shall continue without change for the remainder of the Minimum Term, or may be terminated by You only in accordance with this Agreement and on the payment of any applicable cancellation Charges.
- 7.4 If following the Service being connected, You decide to move house within the Minimum Term, then please contact Us to discuss options which may include a relocation Charge if within the Service area, or a cancellation Charge if the Service is not available in the area of Your new address.

## **8. REFURBISHED EQUIPMENT**

- 8.1 At the time of Order Confirmation we will either expressly agree to You providing all or part of Refurbished Equipment or that We will provide You with all or part of the Refurbished Equipment needed to use the Service, this includes all cables You need for the Refurbished Equipment to work and the Refurbished Equipment Warranty.
- 8.2 Where We supply all or part of the Refurbished Equipment (as set out in Your Order Confirmation and based on the Service You order) such Refurbished Equipment will have been tested and in any case will include a SIM Card in order for it to perform the Service. The SIM Card is Our property and only for use with the Refurbished Equipment You agree to look after any SIM Card We send to You. If You do not and the SIM Card is damaged other than through fair wear and tear, You will have to pay for it to be repaired or replaced. If the Refurbished Equipment includes batteries You are responsible for recharging or replacing them as required.
- 8.3 You may connect any of Your devices to the Refurbished Equipment in order to use the Service.
- 8.4 You will need to follow the instructions included with the Refurbished Equipment and/or SIM Card. If You don't follow these instructions when connecting or using the Service or Refurbished Equipment, We will not be liable for any damage caused to You and You accept liability for any and all damage, infringement or otherwise caused by You as a result of Your failure to follow the instructions.
- 8.5 It is Our legal duty to provide Refurbished Equipment that is in conformity with the contract. If Your Refurbished Equipment does not conform, please contact Us immediately.

## **9. REFURBISHED EQUIPMENT WARRANTY**

- 9.1 We warrant that, for the period set out below, the Refurbished Equipment that We provide to You will be free from defects in materials and workmanship and We will, at Our sole discretion, either repair or replace any defective Refurbished Equipment subject to the terms and conditions of this warranty and any replacement can also be Refurbished Equipment.10.2 The warranty period is 12 months and will commence either from the date that You receive the Refurbished Equipment that We issue to You under the new Order, or, where we agree under clause 9.1 to You providing the Refurbished Equipment, the date that We, in our sole and absolute discretion, have on record or confirm that we originally sent the equipment unit to You, or a third party.
- 9.2 This warranty does not cover damage resulting from:
- (a) Normal wear and tear of the Refurbished Equipment;
  - (b) Defects and damages due to the Refurbished Equipment being used other than in the normal and customary manner or in a way that is contrary to the instructions provided by Us;
  - (c) Any unauthorised disassembly, repair, alteration or modifications being carried out;
  - (d) Defects or damage due to negligence or accident however caused;
  - (e) Defects or damage arising from improper testing, operation, maintenance, installation, or any alteration or modification;
  - (f) Defects or damage due to spillage of food or liquids, corrosion, rust or the use of wrong voltage;
  - (g) Scratches or damage to plastic surfaces and all other externally exposed parts that are due to normal customer use;
  - (h) Defects caused by the fact that the Refurbished Equipment was used with or connected to a product or accessory not manufactured or supplied by Us;
  - (i) Viruses resulting from unauthorised access to the Service, other accounts, computer systems or networks.
- 9.3 Any Refurbished Equipment requiring service/repair under this warranty must be delivered at the end user's cost.
- 9.4 This warranty will be null and void should any of the following events occur:
- 9.5 (a) The defacing or the removal of the serial number or any warranty seal on the Refurbished Equipment;
  - 9.6 (b) The alteration or modification in any way of any term contained in this warranty without Our prior written consent.
- 9.7 All repaired or replaced Refurbished Equipment will be warranted for the balance of the original warranty period from the date of repair or replacement.

- 9.8 This limited warranty is valid and enforceable only in the United Kingdom.
- 9.9 If the Refurbished Equipment is returned to Us (i) after the expiration of the warranty period, and/or (ii) the Refurbished Equipment is repaired or replaced within the warranty period, but the Service is subsequently terminated within one (1) month of such repair/replacement, and/or (iii) the Minimum Term is less than twelve (12) months, then Our normal policies shall apply and You will be charged for the replacement and/the or repair of Refurbished Equipment.
- 9.10 We do not assume any other obligation or liability beyond that which is expressly provided for in this limited warranty and the Agreement.
- 9.11 All warranty information, Refurbished Equipment features and specifications are subject to change without notice.
- 9.12 This limited warranty is Your sole and exclusive remedy against Us and Our sole and exclusive liability in respect of defects in the Refurbished Equipment. To the extent permitted by law, this warranty is in lieu of any and all warranties express or implied including any implied warranty of merchantability or fitness for a particular purpose. We assume no liability for the breach of the warranty beyond correcting the breach in the manner described above. In no event shall We be liable for loss of profits, revenue, data, use, commercial loss, or consequential loss or damages.
- 9.13 In the event that You wish to make a claim under this warranty, You are requested to retain a copy of Your Order Confirmation for presentation to Us.

## **10. RETURNING REFRUBISHED EQUIPMENT**

- 10.1 Unless you have a SIM Only Service (in which case no return of SIM Card or Refurbished Equipment is required), You must return any item of Refurbished Equipment that:
- (a) You are returning because You have notified Us that You wish to cancel the Service under the terms of the 14 day money back guarantee detailed in clause 20; or
  - (b) You report to Us as faulty; or
  - (c) We tell You is faulty or requires replacement for technical reasons.
- 10.2 We may replace such Refurbished Equipment before You return it to Us, but You must still return the item(s).
- 10.3 We will provide a returns bag so that the item can be returned at no cost to You.
- 10.4 We may test any Refurbished Equipment reported as faulty by You. If it is found to be working, We may choose to either return or replace it (if We have not already replaced the item) and charge You Our costs for testing and postage of the Refurbished Equipment.

## **11. LOST OR STOLEN REFRUBISHED EQUIPMENT**

- 11.1 You will be liable for any Data use which occurs after any of the Refurbished Equipment is lost or stolen unless You have told Us, in which case We will terminate all Services and suspend Your Account until such time as You are able to access the Service, at such time We will reactivate Your Account.

## **12. NO RIGHT OF RESALE OR TRANSFER**

- 12.1 You are not allowed to resell or transfer the Refurbished Equipment or the Service supplied to You unless You have Our specific written consent.
- 12.2 You may not transfer any credit or Account Information to anyone else.
- 12.3 If You sell or attempt to sell any of the Refurbished Equipment or Service provided to You by Us or if You attempt to transfer Account information to anyone else without Our consent, We will immediately cancel Your Account and You will not receive any refund.

## **13. SUSPENSION OR DISCONNECTION OF SERVICE**

- 13.1 We may suspend or disconnect any or all of the Services You use without notice if:
- (a) We reasonably believe You have provided Us with false or misleading details about Yourself;
  - (b) We tell You that Your use of Service is causing problems for other users, and You carry on using the Service in the same way;
  - (c) We believe Your Refurbished Equipment has been lost or stolen;
  - (d) We reasonably believe that You have used the Service or the Refurbished Equipment for illegal or improper purposes or You are otherwise not complying with Your obligations in clause 6 above;
  - (e) We receive a serious complaint about You which We believe to be genuine (for example if You are using any Service in any of the ways prohibited in clause 6);
  - (f) Because of Your improper conduct, or in the event of Your bankruptcy, insolvency, or death;
  - (g) We are required to suspend Your Service by the emergency services or other government authority; or
  - (h) We no longer have access to operator network(s) that We need to provide Service to You, or, because We or a third party that We rely on to provide Service, cease business.

(i) You have not paid, or we reasonably determine that you may not pay the Charges due in accordance with this Agreement.

13.2 We will try to tell You when We suspend or restrict Your Service, but We do not have to.

13.3 When We suspend or restrict Your use under clause 14.1, this Agreement will continue and You still have to pay all Charges due during any period when We suspend or restrict the Service.

13.4 We may agree to re-connect You if You ask Us to do so and there may be a re-connection charge for this.

#### **14. DISRUPTION OF SERVICE**

14.1 Any estimates of Speed that may be provided by Relish are estimates only and as such, can not be relied upon as a guarantee of Service. There may be times when the Service is not continuously available or the quality is affected and so We cannot guarantee a fault free Service. For instance:

(j) when We or Our Third Party Network Provider need to perform upgrading maintenance or other work on the Network or a Service;

(k) when You move outside Our Service area while You are using a Service;

(l) when You are in areas not covered by Our Network;

(m) because of other factors outside of Our control, such as regulatory requirements, lack of capacity, excessive network usage, interruptions to Service from other suppliers, faults in other communications networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

14.2 If Our Third Party Network Provider is experiencing high capacity usage, Your usage, Your access to and/or speed of Service may be affected.

#### **15. INTELLECTUAL PROPERTY**

15.1 All rights, including copyright in the Service and their content, belong to Us, Our Third Party Network Provider, other third party suppliers or Our licensed source, like a content provider. We and they reserve all Our and their rights.

15.2 The Relish trade mark and other related images, logos and names on the Services are proprietary marks of UK Broadband Limited or one of Our Group Companies or licenced to Us by a third party. We and they reserve all Our and their rights.

#### **16. LIABILITY**

16.1 We will be liable to You if Our negligence causes death or personal injury.

16.2 We will not be liable to You for:

(a) loss of income or profit;

(b) loss of use of the Service;

(c) lost business or missed opportunities; or

(d) any loss or damage that is not directly caused by Us or which We did not reasonably expect at the time You entered into this Agreement.

16.3 We will not be legally responsible to You if We cannot provide the Service because of something outside Our reasonable control;

(a) unless Our negligence has caused death or personal injury Our liability to You will not be more than £3000 for each claim or a series of related claims.

(b) if You are a consumer, the terms of this Agreement will not affect any rights which You may have under any law and which We cannot exclude by agreeing it with You.

#### **17. PRIVACY AND YOUR INFORMATION**

17.1 We may pass and share Your personal information to Our Group Companies, Third Party Network Provider, other communications service providers and network operators or credit reference agencies amongst others, so that We can provide You with the Service, for the detection and prevention of theft or fraud and to carry out any activities or disclosures to comply with any regulatory, government or legal requirement.

17.2 We may transfer Your information to a country outside the European Economic Area ("EEA"). If We do this, We will ensure that Your personal information is protected to the same standards that apply in the UK and the EEA.

17.3 Unless You have told Us otherwise, You and anyone whom You have bought the Refurbished Equipment for agree that We, Our Group Companies and Our carefully selected business partners can use information about You including information about Your use of Our Network and Service and related products. We and such parties may also use the location of the Refurbished Equipment that You are using with the Network to tell You about Our products and Additional Services and third party offers that may be of interest to You and for research and analytical purposes. You can ask Us to stop sending You direct marketing at any time by contacting Our customer services team on 0330 686 8000 or by going to Your Account.



## 18. THIRD PARTY RIGHTS

- 18.1 This Agreement is entered into by Us for the benefit of Us and Our Third Party Network Provider.
- 18.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is intended that Our Third Party Network Provider will have the same rights against You as would be available if they were a party to this Agreement.

## 19. ENDING THIS AGREEMENT AND YOUR RIGHT TO CANCEL

- 19.1 If You call Us within 14 days from the date that You received Your Order Confirmation,, You may cancel Your Agreement with Us without giving any reason and We shall give You Your money back. If You call us after 14 days from the date that You received Your Order Confirmation You may cancel Your Agreement with Us, by providing us no less than thirty (30) days notice, and such notice to take effect following the Minimum Term. In any case, (unless You have a SIM Card only Service). You will need to send the Refurbished Equipment back to Us (undamaged and in its original packaging including any supplied SIM Card, leads or accessories), following Our instructions within 14 days of cancellation. We will provide a pre-paid returns bag so that the Refurbished Equipment can be returned at no cost to You. If You do not return the Refurbished Equipment within 14 days or if the Refurbished Equipment is damaged then We may charge You.
- 19.2 To exercise a right to cancel, You must inform Us (UK Broadband Limited trading as Relish, 236 Gray's Inn Road, London WC1X 8HB; 0330 686 8000) of Your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form that is available from Us, but You are not obliged to. If you are cancelling the Agreement under clause 20.1 above, to meet the cancellation deadline, it is sufficient for You to have called Us and sent Your communication concerning Your exercise of the right to cancel within 14 days of the delivery of Your Refurbished Equipment even if We receive it after the 14 days has expired.
- 19.3 If You cancel this Agreement under clause 20.1 above, We will reimburse You all payments that We have received from You (including any Connection Charges). We will reimburse You not later than:
  - (a) 14 days after the day We receive back Your Refurbished Equipment, or
  - (b) (if earlier) 14 days after the day You provide evidence that You have returned the Refurbished Equipment, or
  - (c) If We have not already sent the Refurbished Equipment, 14 days after the day on which We are informed about Your decision to cancel this Agreement.
- 19.4 We will repay You using the same means of payment that You used for the initial transaction, unless You have expressly agreed otherwise; in any event You will not incur any charges as a result of the repayment.
- 19.5 Unless You tell Us that You wish to cancel the Service following activation of Your Account and within 14 days of first receiving the Refurbished Equipment, You are committed to the Minimum Term.
- 19.6 Subject to clause 20.7 below, once We have provided the Service, You may tell Us to stop providing it at any time by giving Us 30 days' notice by calling Our customer service team on 0330 686 8000 or by email to any email address We may have given You or by letter to the address on Your last bill. We will write to You to confirm the date that Your Service will end.
- 19.7 Subject always to the terms of the Insolvency Act 1986 (as amended from time to time) and in particular sections 233A and 372A, if within any relevant Minimum Term, You choose to end the Service or You cancel Your direct debit or other payment method without contacting Us to arrange payment by alternative means, We may end Your Agreement for the Service. If Your Agreement is terminated within the agreed Minimum Term You will have to pay the Charges due until the end of the Minimum Term by way of compensation to Us for ending Your Service early.
- 19.8 Subject always to the terms of the Insolvency Act 1986 (as amended from time to time) and in particular sections 233A and 372A, if You or We end the Agreement for the Service, We will pay back to You any money We owe You relating to that Agreement. We will first take off any money You owe Us under that Agreement or any other Agreement between Us. Where We provide You with a range of communications Services and You owe Us money for one Service We reserve the right to Charge You for that Service via the bills We send You for Your other Services, unless there is a genuine dispute between Us regarding one of Your Services.

## 20. GENERAL

- 20.1 We hope You'll be very happy with Your Relish Service, but if You do have a complaint You can write to Us at: Customer Care, Relish, 236 Gray's Inn Road, London WC1X 8HB. If You are a consumer or a business with fewer than ten employees and have a complaint that We have been unable to resolve within eight weeks, You have the right to ask the ombudsman (OS:C) (an alternative dispute resolution scheme) to investigate Your complaint at no cost. For details of Our complaints process and how to contact (OS:C) please go to [relish.net/complaints](https://www.ombudsman-services.org/communications.html) or You can call (OS:C) 0333 300 1620 or 0330 440 1614 or via their website <https://www.ombudsman-services.org/communications.html>
- 20.2 This Agreement is governed by English law and subject to clause 21.1 above We both agree to only bring legal actions about this Agreement in a UK court.

- 20.3 If You, or We or Our Third Party Network Provider, delay, or do not take any action to enforce Our respective rights under this Agreement, this does not stop You, or Us or them, from taking action later.
- 20.4 If any of the terms in this Agreement are not legally valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.
- 20.5 We may assign or transfer Our rights and obligations under this agreement, provided that Your rights are not affected.

**Right, for now, that is it ... the legal bit is done. Thanks for reading and if You have any questions then please let Us know. We look forward to supplying You with Our Service.**