



# SoftLink Computer Systems Limited

## Terms and Conditions Telephone and Broadband

Our terms and conditions apply to all business and domestic customers when they take telephone or broadband services from us. There are additional terms and conditions that apply when you take a particular service from us, these are set out below.

We have tried to make these terms and conditions easy to understand. If you have any queries that are not dealt with in this document, please contact us.

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## 1. Introduction

1.1 We are SoftLink Computer Systems Limited. Our address is Three Gables, Gainey Well, Stroud, Gloucestershire, GL5 1LQ. We provide computer, telephone and broadband services.

1.2 Your agreement

(a) starts when we accept your first order for a service from us and ends as set out in paragraph 13; and

(b) consists of these customer terms and conditions and any applicable service terms and conditions:

(i) SoftLink Telephone Terms and Conditions

(ii) SoftLink Broadband Terms and Conditions

1.3 If you cannot access a document referred to in these terms and conditions, you can request a copy by contacting us.

## 2. Ordering services from us

2.1 If you order services from us:

(a) you confirm you are at least 18 years old; and

(b) we may:

(i) ask for proof of identity and address; and

(ii) carry out credit and identity checks on you.

2.2 We aim to complete orders as soon as possible but delays may occur, which we will inform you of as soon as we can.

2.3 Some services (or certain parts) may not be available to you. We will inform you if this applies to you.

2.4 We may need to perform tests to check whether services are available to you.

2.5 If we transfer your service from or to another provider, you may experience a temporary loss of your services.

2.6 If you ask us to port your telephone number from or to another provider, we will try to do this wherever possible. If we can't, we will inform you of your options.

## 3. Changing your mind

3.1 You may cancel your order by contacting us:

(a) in the first 10 working days of signing the contract.

3.2 If you do cancel your order, you must return any equipment provided to you with 14 days of the cancellation. If you do not return the equipment, you will be liable for the full equipment cost.

3.3 We will advise you how to return equipment when you cancel. You will be responsible for the cost of return.

3.4 Please note:

- (a) you may be liable for any costs incurred between your purchase date and cancellation date (e.g. line transfer fees);
- (b) if you asked us to provide a service before the end of the applicable cancellation period stated in paragraph 3.1 above, you must pay for any service you receive up to disconnection of that service; and
- (c) if you want to cancel outside the applicable cancellation period stated in paragraph 3.1 above, you must do so in accordance with paragraph 13.

## 4. When a service starts and ends

4.1 A service starts on the date it goes live and ends as set out in this agreement.

4.2 Some of our services have a minimum period starting from your go live date, which will be no longer than 12 months and we will inform you about when you place your order. This means:

- (a) you may be charged a fee to compensate us for our losses if you end the service before the end of the minimum period. Please contact us for more information on early termination fees.
- (b) if you have paid a reduced fee, or no fee, for certain equipment and you terminate the service before the end of the minimum period, you may be charged the full price for the equipment.

4.3 If we agree to renew or upgrade any service, a new minimum period may apply from the date of your renewal or upgrade. We will inform you if this is the case.

## 5. Engineer visits

5.1 If you agree to an engineer visit, someone over 18 years old must be present.

5.2 We may charge a fee if:

- (a) the engineer can't complete their inspection as they can't access the property or equipment;
- (b) on inspection:
  - (i) the property or your equipment is unsafe;
  - (ii) we determine that no fault exists; or
  - (iii) we reasonably believe a fault was caused by you, your equipment of your property.

5.3 If you ask us to upgrade a service, but don't consent to necessary engineering work, you will stay on your current service.

5.4 If we need to cancel or change the time of an engineer visit, we will give you as much notice as we can.

## 6. Use of the services

6.1 You may not use your services, or allow your services to be used:

- (a) to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive;
- (b) to download, possess or transmit in any way illegal material;
- (c) to engage in criminal, illegal or unlawful activities;
- (d) to violate or infringe the rights or property of any person, including rights of copyright and any other intellectual property rights, privacy or confidentiality;
- (e) to intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data;
- (f) via a device allowing the routing or re-routing of such services on, from or to our network; or
- (g) in such a way, or in such amount, that will have an adverse impact on our network (or any part of it), our customers or our brand or that contravenes any of our applicable acceptable use policies or general internet standards.

6.2 All of our services that enable you make calls allow you to access the emergency services by dialling 112 or 999.

6.3 Certain services are provided by third parties (e.g. Netflix). To use these services, you may need to accept their terms and conditions.

## **7. Equipment provided by us**

7.1 To receive a service from us you may need to use certain equipment provided by us (e.g. a router). You agree that we can:

- (a) install, keep and use such equipment at your home;
- (b) enter your premises for the connection, maintenance, modification, replacement or removal of such equipment; and
- (c) if applicable, connect remotely to your equipment to manage, repair or upgrade it.

7.2 We only provide the equipment we tell you we'll provide. Other equipment may be available from us at an additional cost. If there are any charges related to equipment (e.g. delivery costs), we'll tell you when you place your order.

7.3 We are only responsible for, and can only support, equipment provided by us. We cannot guarantee that services will work with other equipment.

7.4 You must look after our equipment, keep all original packaging and store and use it in accordance with the manufacturer's instructions. If you don't, and it is damaged or the packaging is lost, you may need to pay for it. You may need to return our equipment to us and we will inform you if this is the case.

7.5 We are under a legal duty to supply equipment that is in conformity with this agreement. Any equipment we send you will be as described. You must inspect

equipment on receipt and tell us about any issues within 30 days. If we ask you to return equipment, you must do so within 30 days of our request.

7.6 We may ask you to install certain equipment yourself, in which case we will send you instructions. If you can't, or don't want to do this yourself, we will send an engineer if you ask for one. Other equipment needs to be installed by an engineer. We will tell you if this applies. We may charge for engineer visits, we will inform you of the charges before the visit.

7.7 If you need, or are required, to return any equipment to us, and are unsure how to do this, please contact us. You are responsible for any equipment until we receive it. If we do not receive the equipment, you may be charged for it.

7.8 You may not connect equipment to our network that may harm it or other customers' equipment or services. If you do, you must immediately disconnect it, or allow us to, at your expense.

## **8. What we will both do**

8.1 We will use reasonable skill and care in providing the services but, given the nature of the services, we cannot guarantee that they will be continuously available or error free (e.g. there may be geographical, atmospheric or environmental factors that affect the services).

8.2 We try to keep your data and communications secure; however, for reasons beyond our control, these may be unlawfully intercepted. If they are, we will investigate and advise on next steps.

8.3 You must:

- (a) comply with our, and our representatives', reasonable instructions about the services;
- (b) have all necessary consents or permissions required for us to provide a service (e.g. permission to lay cables from the street to your home or, if you are a tenant, your landlord's consent);
- (c) tell us if you change your name, your address, your email address or anything else which we may need to know about;
- (d) keep usernames, passwords and PINs safe; and
- (e) use our services in accordance with any applicable fair use policies we tell you about.

8.4 Whilst any anti-virus software or other security features provided by us should be effective, we cannot guarantee they always will be. You should backup your data to protect against loss or corruption.

## **9. Charges and payment**

9.1 We will tell you the charges for the services when you order or they will be as detailed in any applicable service terms and conditions or outlined on our website: [www.softlinkcomputers.co.uk](http://www.softlinkcomputers.co.uk). These charges may include a charge for:

- (a) installing a new line at your premises;

- (b) connecting you to our network; and
- (c) re-connecting you to our network if you have been disconnected.

9.2 You are responsible for paying all charges that you, and any person accessing your services, incur.

9.3 We will send you a bill for services, usually within 30 days of them starting. After that, we will send you your bill monthly.

9.4 Bills must be paid either by cheque or BACs before the date shown on your bill.

9.5 If you think your charges are wrong, you must tell us immediately so that we can investigate. You must pay all undisputed charges. We will not suspend or end a service whilst we investigate disputed charges.

9.6 If you do not pay any undisputed part of your bill by the due date, we will:

- (a) send you a reminder that payment is due; and
- (b) commence legal action against you for any outstanding monies.

9.7 At the end of a service, all outstanding sums and any cancellation charges, including those we may incur from a third party for disconnecting your service, will become immediately due and payable.

## **10. Credit conditions**

10.1 If we are unsure of your credit history, we may ask you for a deposit or impose credit conditions. If you do not pay this deposit or you break these conditions, we may

- (a) require you to make a payment to pay off any unpaid charges or to cover future charges;
- (b) place, or change, a credit limit on your account; or
- (c) suspend, restrict or disconnect your services.

10.2 We may keep your deposit until your agreement ends and may use it any time to pay unpaid charges. We do not pay interest on deposits.

10.3 If you exceed a credit limit, you will be liable for all charges, including those exceeding your credit limit.

10.4 We may also set, or change, a credit limit, if your usage is significantly different to a typical customer.

## **11. Our liability to you**

11.1 We are only liable for losses that could reasonably be expected to occur when we entered into this agreement.

11.2 We are not liable for:

- (a) loss of data or information;

- (b) business losses;
- (c) loss of your time;
- (d) problems caused by other network operators/providers of telecommunications services;
- (e) losses caused by third party services or goods, content or viruses that you access through services; or
- (f) the failure of any alarm system that you try to run over our network or services.

## **12. Our rights to suspend, restrict or disconnect the services**

- 12.1 We may suspend, restrict or disconnect any, or all, of the services if:
- (a) our network breaks down or needs maintenance;
  - (b) you break any important term of your agreement;
  - (c) you fail to pay your bill or any charges within 7 days of our reminder;
  - (d) we are required to for legal or regulatory reasons;
  - (e) we are no longer able to provide a service (or any part of it);
  - (f) you are abusive or threatening, make unreasonable demands on us, including on our time, or abuse our processes;
  - (g) we suspend or restrict a related service; or
  - (h) your usage of the services is in excess of what we'd expect from a typical customer.
- 12.2 Where we suspend, restrict or disconnect a service, your agreement will continue and unless we have suspended under paragraphs 12.1(a), 12.1(b) or 12.1(c), we may require you to pay:
- (a) our reasonable costs for suspending or restricting the services and resuming them; and
  - (b) your charges.

## **13. How either of us can end a service or your agreement**

- 13.1 If you want to end a service or your agreement with us, please contact us. If any service is still within the minimum period, you may have to pay a fee as set out in paragraph 4.2.
- 13.2 Unless otherwise stated, if either of us wants to end a service outside of the minimum period, the party ending the service will have to provide 30 days written notice to the other party. However, if you are transferring to another telephone or broadband provider, we will accept that you have given us sufficient notice when we receive notice from them.
- 13.3 You may immediately end your agreement by giving us written notice as set out in paragraph 14.2.
- 13.4 We may immediately end your agreement by giving you written notice if:
- (a) we're entitled to suspend, restrict or disconnect any, or all, of the services under paragraphs 12.1(b), 12.1(c), 12.1(d), 12.1(e), 12.1(f), 12.1(g), 12.1(h);
  - (b) we believe your services are being used fraudulently; or

(c) you become bankrupt, enter into an individual voluntary arrangement or anything similar.

13.5 If either of us ends a service:

(a) any unused goodwill credits will be used to pay outstanding charges on your account. If any remain after we've accounted for all outstanding charges, the goodwill credits will be cancelled; and

(b) any positive credit balance will be used to pay outstanding charges on your account. If you still have a positive credit after the deductions for outstanding charges, we will inform you of how to claim it. If you do not claim your balance within 6 months of your service ending, you'll no longer be able to claim it.

13.6 Certain services are dependent on other services (e.g. you can only take our broadband with us if you take out line rental). If we or you end one service we may need to end another. If this is the case, we will inform you.

## **14. Making changes**

14.1 We may need to change your services, equipment, charges or agreement for legal, regulatory or business reasons. If this is the case, we will tell you about this in writing, by email or by publishing a notice or updated terms and conditions on our website.

14.2 If a change is to your material detriment, we will give you at least 30 days written notice. If you object, you may end your agreement without charge (other than accrued charges), provided you contact us within 30 days of receiving the notification.

## **15. Moving house**

15.1 If you are moving house and want to continue using the services, you must tell us at least 14 days before so we can cancel your old service.

15.2 We will try our best to transfer the services but, if we cannot transfer some or all of them, and any are in the minimum period, you may have to pay the charges to the end of the minimum period.

## **16. How we use your information**

16.1 We take privacy very seriously. We are committed to protecting and preserving any information you give us and to being transparent about what information we hold and how we use it. We will only use your information in accordance with our Privacy Policy, which you agree to by ordering or using a service.

## **17. Contacting with each other**

17.1 If you cannot find what you are looking for on our website, you can contact us by telephoning us on 01453 765927 or 01453 762553. We may need to verify your identity before we can speak to you about your account. If the person contacting us is not the account holder, we can only provide limited information. If you want to write to us, or if any paragraph in your agreement requires you to give us written notice, you can do so either by emailing [telecom@softlinkcomputers.co.uk](mailto:telecom@softlinkcomputers.co.uk) or post to SoftLink Computer Systems Ltd, Three Gables, Gainey's Well, Stroud, Glos, GL5 1LQ.

17.2 If we need to contact you, we will use your billing address, email address, mobile or landline telephone number. If we have to give you written notice, we will do so by email or written letter.

17.3 Any notice or document will be deemed to be delivered immediately (if delivered by hand) or 48 hours after posting (if sent by first class post).

## **18. Matters beyond our reasonable control**

18.1 We may not be able to provide a service (or part of a service), or your service may be affected by, something beyond our reasonable control. If this is the case, we cannot accept responsibility for what's occurred and we may need to suspend or terminate your service or agreement. If we terminate under this paragraph 18, you will only be charged up to the point of termination.

## **19. Resolving problems and complaints**

19.1 If you are experiencing any problems with your services, please contact us as soon as possible. You must give us the opportunity to resolve your problems and continue to pay your bills whilst we investigate.

19.2 If you have a complaint, please see our Code of Conduct.

## **20. Your other legal rights**

20.1 In addition to the rights set out in your agreement, you have other legal rights, including:

- (a) in relation to goods and digital content that are faulty or not as described:
  - (i) the short-term right to reject;
  - (ii) the right to a repair or replacement;
  - (iii) the right to a price reduction; or
  - (iv) a final right to reject;
- (b) in relation to services that are not performed with reasonable skill and care:
  - (i) the right to ask for repeat performance; and
  - (ii) if repeat performance is impossible, or not done within reasonable time without inconvenience, the right to a reduction in price; and
- (c) the right to bring a claim for breach of contract for 6 years from the date of breach.

20.2 The legal rights noted in this paragraph are the main legal rights we think you need to know about when you take our services but you have many other legal rights. The above does not constitute legal advice. If you need further advice, you should seek independent legal advice or contact your local Citizens' Advice Bureau or Trading Standards office.

## **21. Other important terms**

21.1 You may not transfer the whole or any part of this agreement or service to anyone else without our written consent.

21.2 Each paragraph in this agreement operates separately. If any court or relevant authority decides that any paragraph is unlawful, the remaining paragraphs will remain in full force and effect.

21.3 If we fail to insist that you perform any of your obligations under this agreement, or if we don't enforce our rights against you, or if we delay in doing so, that won't mean we've waived our rights against you or that you don't have to comply with those obligations. If we choose not to enforce any of our rights, we will tell you in writing. This does not mean we will do the same in the future.

21.4 This agreement is between you and us. No other person shall have any rights to enforce any of its terms.

## SoftLink Telephone Terms and Conditions

These are our telephone terms and conditions which, together with our customer terms and conditions, apply to all business and domestic customers when the order telephony services from us. We've tried to make them easy to understand. If you have any queries that aren't dealt with here, please contact us.

### 1. Eligibility

1.1 To take telephone services from us, you must take a fixed telephone line from us.

### 2. Our telephone service

2.1 When you take telephone services from us, we'll:

- (a) switch you onto our network;
- (b) provide a fixed telephone line to you; and
- (c) provide you with a telephone number, if required.

2.2 You do not own any telephone number allocated to you. We may have to change this telephone number for various reasons, including if:

- (a) we're instructed to by a regulator (e.g. Ofcom);
- (b) we need to provide a new telephone line to your premises; or
- (c) you move house.

If this is the case, we will try to give you as much notice as possible.

### 3. Additional call charges information

3.1 Calls are:

- (a) charged based on your agreed package and in accordance with our price list;
- (b) calculated using details of calls logged and recorded by us and other operators, which can take up to 90 days;
- (c) charged based on the rate applicable when the call was made; and

3.2 We may place certain restrictions on your telephone line (e.g. in relation to premium rate telephone numbers or texts, or on international telephone numbers). If you want restrictions removed, please contact us.

## **SoftLink Broadband and Fibre Terms and Conditions**

These are our broadband and fibre terms and conditions which, together with our customer terms and conditions, apply to all business and domestic customers when they order broadband or fibre services from us. We have tried to make them easy to understand. If you have any queries that aren't dealt with here, please contact us.

### **1. Eligibility**

1.2 To take broadband services from us, you must take a fixed telephone line and calls from us.

### **2. What you need to do**

1.1 If you are transferring to us from another provider, there may be charges that you will need to pay. We will inform you of these charges in advance.

1.3 You need to have a computer to receive the broadband and fibre services.

1.3 You or we may need to modify your computer settings to make it work with the broadband service. You should check these modifications do not invalidate any computer warranty you may have. If they do, we will not be liable for any modification carried out by you, us or one of our representatives.

### **3. What else we need to tell you**

2.1 When you order the broadband service, we will give you an estimate of the upload and download speeds you can expect. Upload speeds will usually be slower than download speeds.

2.2 If our estimates are below minimum requirements, we won't be able to provide the broadband service to you.

2.3 We will try to ensure you get the estimated speeds; however, we cannot guarantee this. It may take up to two weeks from installation for your speeds to stabilise. If, after this period, you are constantly getting significantly lower speeds, please contact us so we can try to help. If there is a fault, we will take reasonable steps, and you must take any reasonable steps we ask you to take, to correct such fault.