

BRAWBAND TERMS AND CONDITIONS

NEED THIS DOCUMENT IN ANOTHER FORMAT?

If you would like a copy of these terms and conditions in large print, please contact our Customer Services Team by emailing info@BrawBand.co.uk

INTRODUCTION

THE AGREEMENT

Your agreement is with Highland Network Limited (trading as BrawBand, registered in the Companies Acts (registered number SC154414) at Cradlehall Business Park, Inverness, IV2 5GH.

It is made up of the following:

- These BrawBand Terms and Conditions
- The BrawBand Price List
- Our Privacy Notice
- Our Acceptable Use Policy
- Our Customer Complaints Code
- Our Consumer and Small Businesses Code of Practice

GETTING STARTED AND BILLING

ORDER CONFIRMATION

Once your BrawBand order has been submitted on our website, we'll send an order confirmation email, which will detail:

- The package you've ordered and the monthly cost
- Your contract term
- What happens once your order has been placed
- When to expect your first invoice

CHARGES AND PAYMENT

The Price List sets out current pricing for our BrawBand and BrawPhone packages and can be found on our website (www.brawband.co.uk then click Pricing). All prices are inclusive of VAT.

Invoices will be sent on the 1st of the month and payment will be taken by Direct Debit on (or as close to) the 15th of the month. Charges are billed a month in advance.

If you think there's a mistake on your bill, please let us know straight away so we can investigate and correct if necessary.

You must pay the charges for your service, whether it's used by you or someone else. Late payments will be charged interest at 2% above the current Bank of Scotland base rate.

If bills remain unpaid following reminders from our Billing Team, your service will be suspended until the outstanding balance is settled.

Failure to settle an outstanding balance may affect your credit rating and will lead to services being ceased. You may lose your phone number as a result of this.

CHANGING YOUR BRAWBAND/ BRAWPHONE PACKAGE

Packages can be upgraded via your online BrawBand account and your contract will continue as per the initial contract term.

If you choose to downgrade your service, you will enter into a new minimum term from the date the downgrade is actioned.

CHANGING YOUR MIND

If you decide you no longer wish to go ahead with your BrawBand install, you can cancel your order via the BrawBand portal (<https://my.brawband.co.uk>) free of charge up until 48 hours before the scheduled appointment. Cancellation requests received after this point will be charged at £90 inclusive of VAT.

There is a 14 day cooling off period from the service activation date, where you can cancel your BrawBand service without incurring any early termination fees. You can submit your cancellation request via the BrawBand portal.

If you've already received your router by the time you decide to cancel your order, you'll need to arrange for this to be returned to us. Failure to do so will incur a charge of £70 inclusive of VAT to cover the cost of the router.

This charge will also apply if the router has been damaged or returned with parts missing.

DURING YOUR AGREEMENT

INSTALLATION

Two mains plug sockets will be required at the location in your home where the BrawBand connection is to be installed- one for the Optical Network Terminal (ONT or fibre connection box) and one for the router. An additional plug socket will be required for your phone. The install cannot be completed if there aren't enough sockets available

WAYLEAVE AGREEMENT

Part of the install involves running a fibre cable from the street to your house and in order to complete that work, a wayleave agreement must be signed, giving permission to install and maintain the network equipment across the grounds of and within your property.

Your BrawBand installation can't go ahead without a signed Wayleave Agreement, which the engineer will go through with you during the appointment. If you are not the freeholder of the property, you will need to obtain the freeholder's permission in writing ahead of the scheduled appointment date.

You (or a person aged 18 or over with your permission) will need to be onsite for the scheduled engineer appointment(s). If an appointment is no longer suitable, this can be changed free of charge with 48 hours' notice via your online BrawBand account (<https://my.brawband.co.uk>)

If the engineer cannot gain access to the property or a signature cannot be provided for the Wayleave Agreement, a failed appointment charge of £90 inclusive of VAT will apply.

In order to deliver the service to your home, a fibre cable will either need to be installed underground or via an aerial feed. This work will be carried out with as little disruption as possible and the ground outside will be reinstated as close as possible to its original state.

Should there be any damage to the property during this work, repairs will be arranged.

You will need to gain the consent of your neighbour(s) if you have shared grounds (such as a driveway).

You consent to our Installation Partner installing and keeping network equipment onsite, which will not be removed upon termination of the service.

In addition to the router and fibre optic cable, an Optical Network Terminal (ONT or fibre connection box) will be installed onsite and will remain property of the Installation Partner. You must not tamper with the ONT or allow anyone else to do so.

If the ONT needs replaced due to damage caused onsite, a charge of £85 inclusive of VAT will apply

ACTIVATION AND EXISTING SERVICES

You will need to arrange for your existing broadband service to be terminated with your current provider. We recommend that you give your notice and request that the broadband service is ceased four days after your scheduled BrawBand install, in case there are any problems on the day, giving you time to ask for the cease date to be pushed out if needed.

Note that if you aren't taking our BrawPhone service, your current analogue phone line will need to remain live to allow you to use your landline phone number.

We will not be liable for any early termination fees or wrongful cancellation of any agreements/ services with your existing provider.

EQUIPMENT

You will be provided with a preconfigured router to be used with your BrawBand service, free of charge. If you cancel your service within the minimum term, a charge of £70 inclusive of VAT will apply to cover the cost of the router.

If you decide to cancel your order prior to the installation date but have already received your router, you'll need to arrange for this to be returned to us. Failure to do so will incur a charge of £70 inclusive of VAT.

USING THE SERVICES

You're responsible for other people that use your equipment and services.

You must not:

- use the equipment or service for any purpose that may be abusive, a nuisance, illegal, or fraudulent;
- do anything that causes the network to be impaired
- use automated means to make calls, texts or send data (including via a GSM Gateway)

Please refer to our Acceptable Use Policy for further information- <https://www.brawband.co.uk/usage>

BROADBAND SPEED

Full-Fibre broadband is not affected by your distance from the exchange or street cabinet, but your experience could be affected by the strength of the wireless signal in different parts of your home. Wireless extenders are available

DOWNLOADING THIRD PARTY CONTENT

A copyright owner's permission may be required for downloading protected content. Downloading protected content without the copyright owner's consent may constitute a criminal offence. Please see our Acceptable Use Policy for more details <https://www.brawband.co.uk/usage>

CHANGES TO YOUR TERMS, SERVICE OR CHARGES

During the agreement term we will make every effort to keep your pricing at the rate agreed, however for reasons outwith our control it may be necessary to increase our pricing. In that event, we'll give you 30 days' notice of any changes that are likely to materially disadvantage you.

Charges for additional services may change from time to time and may be outside of our control. Please refer to the Price List for up to date pricing.

YOUR CONTACT DETAILS

The address we have on record for your BrawPhone number will be added to the Emergency Database to allow the Emergency Services to identify your location in the event of a 999 call. It is important that you keep your details up to date and immediately notify us of any change by emailing info@BrawBand.co.uk

BRAWPHONE

Your landline phone services will be provided over the internet instead of a traditional phone line. This means that if there is a power outage or you don't have any broadband connectivity you won't be able to make or receive calls. **This includes emergency calls.**

Please do not solely rely on the service to make emergency calls. You acknowledge and accept that you will require another way to call the emergency services. We suggest you have a charged mobile device in order to make emergency calls in the event of a power or broadband connectivity outage.

Vulnerable customers. Please note you will need an alternative means to your home landline in order to make calls in the event of a power failure or loss of broadband connectivity. It is important you understand and agree to this before taking the BrawPhone service.

Social alarms or Telecare services that utilise your phone line will also be affected. If you have any concerns relating to the ability to make emergency calls please contact our Service Desk- help@BrawBand.co.uk

PROBLEMS WITH YOUR SERVICE

We'll provide our services with reasonable skill and care. However, our services are not fault-free and are not available everywhere.. Please check availability in your area at <https://orders.brawband.co.uk/bb>

There are a number of reasons why you may find problems with the service and these include environmental factors and the general availability of our network. You acknowledge that there are factors outside of our control which will limit our ability to provide the BrawBand service to you

Please contact us if you experience a service issue that means you are unable to access the public internet and we'll attempt to fix it. If the BrawBand and BrawPhone services are disrupted for maintenance or due to a technical fault on the network you may be entitled to a partial credit of your monthly cost based on the number of days you are without our services.

If the BrawBand and BrawPhone services are continuously unavailable, you may be entitled to a proportionate refund of the charges paid by you for the period when the services were unavailable.

To receive a partial credit of your charges, you must report the issue to our Service Desk (help@BrawBand.co.uk) so we can investigate and try to resolve the issue. This may involve arranging an engineer visit or alternative equipment.

We will not be responsible for any loss of service due to something beyond our reasonable control.

CANCELLING YOUR SERVICE

CANCELLING, RETURNS AND FAULTY EQUIPMENT

Please read our Returns Policy for details. It also sets out what to do if your equipment is faulty and how you can return your equipment or get your equipment fixed or replaced.

You should report any damage to or loss of equipment to our Service Desk (help@BrawBand.co.uk). We may need access to your premises in order to carry out repairs and you agree to obtain the necessary consents and provide us with the access required to carry out such repairs.

RETURN OF EQUIPMENT

If the BrawBand service is terminated by you or us prior to your service activation date or within 14 days of your service activation date, then you must return the router to us within 30 days of cancellation. If you do not return the equipment within 30 days or if it is damaged when you do return it, a charge of £70 inclusive of VAT will apply.

ENDING YOUR AGREEMENT WITHIN THE COOLING OFF PERIOD

If you decide you no longer wish to go ahead with your BrawBand install, you can cancel your order via the BrawBand portal (<https://my.brawband.co.uk>) free of charge up until 48 hours before the scheduled appointment. Cancellation requests received after this point will be charged at £90 inclusive of VAT.

There is a 14 day cooling off period from the service activation date, where you can cancel your BrawBand service without incurring any early termination fees.

If you've already received your router by the time you decide to cancel your order, you'll need to arrange for this to be returned to us. Failure to do so will incur a charge of £70 inclusive of VAT to cover the cost of the router.

This charge will also apply if the router has been damaged or returned with parts missing.

ENDING YOUR AGREEMENT WITHIN THE MINIMUM CONTRACT TERM

If you choose to leave us after the cooling off period but whilst you are within your minimum period, you can submit your cancellation request via the BrawBand portal. Note that a 30 day notice period will apply along with early termination fees. The fee is based on the monthly charge of your BrawBand service and the remaining time left before your minimum period ends.

ENDING YOUR AGREEMENT OUTWITH THE MINIMUM CONTRACT TERM

If you'd like to cancel once your minimum contract term has elapsed, you can do so at any time via the BrawBand portal. Note that the 30 day notice period will still apply.

ENDING YOUR AGREEMENT BECAUSE OF THE QUALITY OF OUR SERVICES

If there is a continuous or regularly recurring degradation of the BrawBand or BrawPhone service or if we don't something fundamental that we should have done under this Agreement you may be able to leave the Agreement early without paying a termination fee. Contact us to discuss your options.

ENDING YOUR AGREEMENT BECAUSE OF CHANGES TO THE TERMS

Except where any increase or change is required by law or any regulatory authority, if we:

- increase your monthly plan charges by more than the RPI Rate; or
- increase out of bundle charges (to your material detriment (calculated acting reasonably based on regulatory requirements and how often you use your out of bundle services)); or
- change our services or the Agreement (to your material detriment) you'll have a right to leave the Agreement early without paying a termination fee.

We will give 30 days' notice of any changes and what to do if you wish to cancel. If no action is taken within the 30 day period, the change of terms will be deemed to have been accepted.

IF WE WANT TO SUSPEND OUR SERVICES/ END THE AGREEMENT

We may suspend our services (other than access to the emergency services) or end the Agreement if,

- you don't pay any charges on time;
- you or anyone else who is using your BrawBand or BrawPhone service is in breach of our Acceptable Usage and/or Privacy Policies;
- you don't do something fundamental that you have to do under the Agreement;
- you or any third party misuse the BrawBand or BrawPhone service or use any of our services in a way that may damage or affect the operation of our network; or
- you become bankrupt or make an arrangement with creditors.

Where we end the Agreement in this way termination fees will apply. We may need to suspend our services if asked to do so by regulators or if required by law.

We may end the Agreement if we are permanently unable to provide our services to you or by giving you 30 days' written notice (for any reason). You won't have to pay a termination fee in this case.

If this Agreement is ended by you or us, for whatever reason, you will have to pay all charges up to the date of termination of your BrawBand or BrawPhone service.

IF YOU ARE MOVING HOUSE

Please let us know at least 30 days in advance of your moving date. If you wish to transfer your BrawBand and BrawPhone service to your new address, we will conduct a services availability check. If we are able to provide the services at your new address, we will arrange the transfer. Connection charges may be applicable for connecting the BrawBand and BrawPhone services to your new home (for example if a new fibre connection is required). Please see our Price List for details.

If you wish to transfer your Home Broadband and Phone Services to your new home, you may become subject to a new agreement with us and a new minimum period may be applicable from the service activation date at your new home.

If we are unable, for any reason, to provide a BrawBand service to your new address in the UK then you will be entitled to end this Agreement subject to provision by you of reasonable evidence of your change of address and payment by you of all charges owing up to the date that we disconnect your service. We reserve the right to apply any termination fees/or charges. Please see the Price List for details.

HANDLING YOUR INFORMATION

Our Privacy Notice sets out how we may collect, use and share your personal information. You will find the latest Privacy Notice on our website (BrawBand.co.uk/privacy-notice). If you have any questions, please email info@BrawBand.co.uk

The personal information we collect from you may be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment.

OTHER USEFUL INFORMATION

LIABILITY

We will not be legally responsible to you for any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into the Agreement with you. This includes loss of income, business, profit, savings and missed opportunities claims as well as any Act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecommunications operators or other competent authorities. Except for fraud or where our negligence causes death or personal injury. Nothing in these terms excludes or limits our liability for anything we can't exclude or limit by law.

HOME ALARM SYSTEMS

If you have a remotely monitored security alarm, a social alarm or Telecare services that utilise your phone line you will need to ensure it's compatible with the BrawBand and BrawPhone services.

TRANSFERRING THE AGREEMENT

We may transfer this Agreement to anyone at any time provided doing so does not adversely impact your rights under the Agreement. You will need to get our permission before transferring the Agreement and the person you are transferring to will need to pass our credit check.

YOUR NUMBER

When you use your home phone, your number may be shown to the equipment being contacted. Your number will always be shown if you contact 999 or 112. When you join us you will be asked whether you would like to include your details in any directory enquiry service. We do not automatically include your details. You may contact us in order to request any change to your directory-enquiry services at any time during this Agreement

CONTACTING US AND RAISING A COMPLAINT

Please refer to our Complaints Code on our website for information on the complaint handling process <https://www.brawband.co.uk/complaints> We'll send you updates, invoices and other relevant information by email. If you need to contact us or have a complaint, please get in touch using the following details:

Phone- 01463 211111

Post- Highland Network Ltd, Cradlehall Business Park, Inverness, IV2 5GH

Online- info@brawband.co.uk